



*Council Work Session - 6:30 p.m.*

## **CITY COUNCIL AGENDA**

**Tuesday, September 1, 2015**

**7:00 p.m.**

**Coon Rapids City Center**

**Council Chambers**

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### **Call to Order**

### **Pledge of Allegiance**

### **Roll Call**

### **Adopt Agenda**

### **Proclamations/Presentations**

1. Oath of Office for New Police Officer

### **Approval of Minutes of Previous Meeting**

2. Approve August 18, 2015 Minutes

### **Consent Agenda**

3. Approve 2015-2016 Coon Rapids Ice Center Fee Structure and User Contracts
4. Adopt Resolution 15-109 Setting Truth in Taxation Dates
5. Approve Contract for School Liaison Officer Services River Trail Learning Center
6. Approve Contract for School Liaison Officers and Prevention Program Services
7. Adopt Resolution 15-110 Approving Amending to 2015 Water Fund Budget
8. Approve On Sale Class A, Sunday, and 2 a.m. Liquor License for Central Florida Restaurants, Inc. d/b/a T.G.I. Fridays

### **Public Hearing**

### **Bid Openings and Contract Awards**

### **Old Business**

9. Consider Adoption of Ordinance 2145 Authorizing Sale of Residential Lot, 2260 Coon Rapids Blvd.

### **New Business**

10. PC 15-29: Consider Introduction of Ordinance Amending Section 11-1204 Fences and Walls
11. Consider Fair Housing Implementation Council - Authorization of Cooperative Funding Agreement 2015-2019
12. Consider Community Development Block Grant Program – Authorize 2015 Housing Rehabilitation Service Contract
13. Consider Approval of Master Contracting Agreements for Citywide Emergency Repairs

### **Open Mic/Public Comment**

### **Reports on Previous Open Mic**

### **Other Business**

### **Adjourn**



**City Council Regular**

**1.**

**Meeting Date:** 09/01/2015

**Subject:** Oath of Office for New Police Officer

**From:** Brad Wise, Police Chief

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**INTRODUCTION**

Mayor Koch will administer the Oath of Office to Officer Tyler Brown, a new police officer for the City of Coon Rapids.

**DISCUSSION**

Chief Wise will introduce Officer Brown to the community. Officer Brown was hired in March 2015 and is now graduating from his field training program. Brown will be "pinned" with his permanent badge #146 by someone he has chosen for this honor. Following the pinning Mayor Koch will administer the Oath of Office.

**RECOMMENDATION**

Staff recommends Mayor Koch administer the Oath of Office.

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**BUDGET IMPACT:**

Officer Brown was hired to fill a position vacated due to a retirement.

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**Attachments**

Tyler Brown Oath

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# OATH OF OFFICE

STATE OF MINNESOTA )  
COUNTY OF ANOKA ) ss  
CITY OF COON RAPIDS )

I, Tyler Brown, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Minnesota, and discharge faithfully the duties of a Police Officer for the City of Coon Rapids, in the County of Anoka, and the State of Minnesota, to the best of my judgment and ability.

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Tyler Brown, Police Officer

WITNESSED:

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Jerry Koch, Mayor

Filed this 1<sup>st</sup> day of September, 2015.



**City Council Regular**

**2.**

**Meeting Date:** 09/01/2015

**SUBJECT:** Approve August 18, 2015 Minutes

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**Attachments**

August 18, 2015 Minutes

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## **UNAPPROVED**

### **COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 18, 2015**

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#### **CALL TO ORDER**

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The second regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, August 18, 2015, in the Council Chambers.

#### **PLEDGE OF ALLEGIANCE TO THE FLAG**

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Mayor Koch led the Council in the Pledge of Allegiance.

#### **ROLL CALL**

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Members Present: Mayor Jerry Koch, Councilmembers Denise Klint, Ron Manning, Wade Demmer, Jennifer Geisler, Brad Johnson and Steve Wells

Members Absent: None

#### **ADOPT AGENDA**

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MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT THE AGENDA AS AMENDED, ADDING ITEM 1A – PROCLAMATION FOR THE COON RAPIDS CARDINAL LITTLE LEAGUE. THE MOTION PASSED UNANIMOUSLY.

#### **PROCLAMATIONS/PRESENTATIONS**

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##### **1A. PROCLAMATION FOR THE COON RAPIDS CARDINAL LITTLE LEAGUE**

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Mayor Koch read a proclamation in full recognizing the Coon Rapids Cardinal Little League team for their impressive baseball season and congratulating them for winning State. He thanked the team for being exemplary ambassadors for the City of Coon Rapids. Each of the players and coaches introduced themselves and were presented with achievement awards. A round of applause was offered by all in attendance.

##### **1B. ACCEPT DONATIONS FOR TEEN CENTER**

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The Staff report was shared with Council.

\_\_\_\_\_ Gunderson, Coordinator of the Element Teen Center, reviewed all of the donations that the teen center has this summer. He appreciated each of these donations and looked forward to another great school year with the Coon Rapids teens.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 15-107 ACCEPTING DONATIONS TOWARD THE ELEMENT TEEN CENTER. THE MOTION PASSED UNANIMOUSLY.

#### APPROVAL OF MINUTES OF PREVIOUS MEETINGS

##### 2.      AUGUST 5, 2015, COUNCIL MEETING

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE AUGUST 5, 2015, COUNCIL MEETING. THE MOTION PASSED 6-0-1 (DEMME ABSTAINED).

#### CONSENT AGENDA/INFORMATIONAL BUSINESS

3.      ADOPT RESOLUTION 15-105, ADOPTING ASSESSMENT FOR STREET RECONSTRUCTION, 1313 COON RAPIDS BOULEVARD
4.      RECEIVE GAMBLING EXPENDITURE REPORT
5.      ADOPT RESOLUTION 15-106 APPROVING COON RAPIDS ST. PAUL SAINTS DAY

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER WELLS, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Mayor Koch discussed St. Paul Saints Day noting this event would be held on Saturday, September 12<sup>th</sup>.

THE MOTION PASSED UNANIMOUSLY.

#### PUBLIC HEARING

6.      ORDINANCE INTRODUCTION, SALE OF RESIDENTIAL LOT, 2260 COON RAPIDS BOULEVARD

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:21 p.m. since no one appeared to address the Council.

Mayor Koch considered the Ordinance to be introduced.

#### **BID OPENINGS AND CONTRACT AWARDS**

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##### **7.      CONSIDER ADOPTING RESOLUTION NO. 15-23(9) AWARDING A CONTRACT FOR THE COON RAPIDS BOULEVARD TRAIL REHABILITATION**

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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 15-23(9) AWARDING A CONTRACT TO BARBER CONSTRUCTION CO., INC. IN THE AMOUNT OF \$545,210.00 FOR THE REHABILITATION OF THE COON RAPIDS BOULEVARD TRAIL FROM ELDORADO STREET TO HANSON BOULEVARD.

Councilmember Johnson was pleased that this trail would be rehabilitated as it was in poor condition.

THE MOTION PASSED UNANIMOUSLY.

#### **OLD BUSINESS**

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##### **8.      CONSIDER GATE CLOSURE LOCATED ON CRANE STREET NEAR 133<sup>RD</sup> AVENUE**

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The Staff report was shared with Council.

Councilmember Johnson asked for the location of the proposed gate. City Manager Stemwedel reported that the gate was located on the north end of Wexford.

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER GEISLER, TO DIRECT THE GATE ON CRANE STREET, SOUTH OF 133RD AVENUE, BE OPENED YEAR ROUND. IT IS FURTHER RECOMMENDED THAT THE PERMANENT OPENING OCCUR WITH THE FIRST SNOWFALL OF THE SEASON IN THE FALL/WINTER OF 2015. THIS DELAY IN THE PERMANENT OPENING WILL ALLOW THE INVESTIGATION OF ADDITIONAL TRAFFIC CONTROL MEASURES, AND POTENTIAL IMPLEMENTATION, TO ALLEVIATE SOME OF THE RESIDENTIAL CONCERNS THAT ORIGINALLY INITIATED THE INSTALLATION OF THE GATE.

Councilmember Manning asked if any additional safety measures were discussed at the August 12<sup>th</sup> neighborhood meeting. Public Works Director Himmer explained he would be meeting with Bev Retick to discuss some additional safety measures.



Councilmember Manning requested staff forward comments from this meeting to the Council via email or through the weekly memo.

THE MOTION PASSED UNANIMOUSLY.

9.      **CONSIDER ADOPTION OF ORDINANCE 2143 AND RESOLUTION 15-104  
RESTRICTING PARKING ON NORTHDAL E BOULEVARD**

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The Staff report was shared with Council.

Mayor Koch questioned how much the City would be spending on property acquisitions. Public Works Director Himmer discussed how the curb line would be adjusted for the realignment of the roadways. He explained that the land acquisition expenses would be 100% the responsibility of the City.

Mayor Koch was in favor of hearing from the residents regarding this item.

Debbie Kibbis, 830 Northdale Boulevard, expressed concern with the angle with which she has to enter and exit her driveway. She explained she has spoken with City staff requesting additional and wider parking along Northdale Boulevard to assist the homeowners along this roadway.

Paul Ginkist, 836 Northdale Boulevard, wanted to see additional safety built into Northdale Boulevard. He explained it was extremely difficult to back a trailer into his property. He encouraged the City to improve the slope and safety for the homeowners living along Northdale Boulevard.

Councilmember Manning understood there was a legitimate problem along Northdale Boulevard and questioned how the City would address this situation.

Councilmember Klint inquired if the apron slopes would be adjusted through the proposed street project. Public Works Director Himmer commented that the south side of the road would not be touched. He then discussed how the widening would occur along the roadway. He reported if the roadway were to be raised, the scope of the project would have to be broadened and the expense would vastly increase. He indicated the City could consider addressing the aprons and sidewalks along the south side of Northdale but explained this may require additional property acquisition.

Councilmember Demmer asked if the City had a best practice for the height differential or grade change that was followed by the City for sidewalks and driveways. Public Works Director Himmer stated typically, there was no more than a 10% grade change. He discussed how this was handled for sidewalks.

Councilmember Johnson was in favor of moving the project forward, but encouraged staff to think

creatively how to address the residents' concerns on the south side of Northdale Boulevard. He did not want to see the City creating an unsafe situation.

Councilmember Geisler agreed that parking should not be allowed, however, the safety of the driveways along the south side of Northdale Boulevard had to be addressed. She was interested in City staff brainstorming options to improve the safety along this corridor.

Councilmember Klint asked if the County had any plans to address this road. Public Works Director Himmer stated Anoka County owns Northdale Boulevard. He did not believe that the County had any plans to address this roadway.

Mayor Koch questioned if the City could create a backage road for the homes along the south side of Northdale in order to address their safety concerns. Public Works Director Himmer explained that the City did own park land, but noted this land was heavily wooded and was needed for storm sewer. He discussed the park improvements that would be completed by the end of 2015.

**MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT ORDINANCE 2143 RESTRICTING PARKING ON BOTH SIDES OF NORTHDALÉ BOULEVARD FROM REDWOOD STREET TO QUINCE STREET; AND ADOPT RESOLUTION NO. 15-104 RELATING TO PARKING RESTRICTIONS ON BOTH SIDES OF NORTHDALÉ BOULEVARD FROM REDWOOD STREET TO QUINCE STREET.**

Councilmember Johnson encouraged staff to think creatively on how to address the concerns expressed this evening by the homeowners along Northdale Boulevard and requested this be discussed by the Council at a future worksession meeting.

**THE MOTION PASSED UNANIMOUSLY.**

**10.      CONSIDER ADOPTING ORDINANCE 2144 REPEALING CITY CODE CHAPTER 13-500 REGARDING ON SITE SEWAGE TREATMENT SYSTEM REGULATIONS**

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The Staff report was shared with Council.

**MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER WELLS, TO ADOPT ORDINANCE 2144, REPEALING IN ITS ENTIRETY, CHAPTER 13-500 AND REPLACING IT WITH THE NEW CHAPTER 13-500 OF THE CITY CODE REGULATING SUBSURFACE SEWAGE TREATMENT SYSTEMS.**

Councilmember Klint requested that if additional time was spent on this matter by staff, that the impacted parties be charged. Staff reported this practice would be followed.

**THE MOTION PASSED UNANIMOUSLY.**

**NEW BUSINESS**

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**11. PC 15-23 CONSIDER APPEAL OF CONDITION OF APPROVAL FOR SUBDIVISION  
EXCEPTION – MARY KAYSER, 3338 116<sup>TH</sup> AVENUE**

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The Staff report was shared with Council.

Councilmember Wells asked how far the shed was encroaching on the property line. Planner Harlicker commented that the shed was actually 15” too close to the property line.

Councilmember Wells questioned if this issue was a dispute between the neighbors or if there was a lot line dispute. Planner Harlicker indicated that when Wells Fargo took over ownership of the lot, research was conducted on the property lines. He explained that the City has been working with Wells Fargo to remedy the situation and proposed a new property line; however, a slight encroachment into the easement remains.

Councilmember Geisler asked if the neighboring shed was five feet from the new property line. Planner Harlicker reported this was the case.

Councilmember Geisler supported staff’s recommendation.

Councilmember Demmer discussed the perceived lot line and asked if the City has ever required a property owner to remove the shed and assume the original property line. City Attorney Brodie advised this issue centers around an 18-inch encroachment. He explained that the Council would be approving a non-conforming structure within the setback. For this reason, the shed could not be improved or replaced. He commented that the City would continue to view the shed as a non-conforming use.

Councilmember Johnson asked if the lot line adjustment had been approved. Planner Harlicker reported this to be the case, but noted the lot line adjustment has not been recorded with the County due to the fact Condition 2 was being appealed.

Councilmember Geisler discussed the process for variance, setback and encroachment issues with the Board of Adjustment and Appeals. She questioned if this request had to be reviewed by this Board. City Attorney Brodie reported the Council was simply being asked to remove Condition 2 and was not approving a variance.

Councilmember Wells believed that the appeal was quite minor and supported staff’s recommendation.

Councilmember Manning inquired if the shed could be moved 18 inches. Planner Harlicker indicated this would be difficult as the shed was anchored on a concrete slab.

Councilmember Johnson discussed the request further and explained the Council was being asked to appeal a condition from a Planning Case. He indicated if the Council proceeded as directed by staff, the shed would remain as a non-conforming use. He explained that another course of action would be for the applicant's to request a variance. City Attorney Brodie reported this was the case.

Councilmember Geisler questioned if the utility easement was an issue. Public Works Director Himmer commented that the five-foot utility easement would remain and the shed would slightly encroach on the easement.

Councilmember Demmer suggested that the applicant be required to receive a variance for the shed.

Councilmember Geisler supported this recommendation. City Attorney Brodie commented that staff was uncertain of Wells Fargo's position. He commented that Wells Fargo was in litigation on the property and was waiting for the subdivision issue to be resolved.

Councilmember Manning recommended that the appeal be denied and that the applicant pursue the variance procedure.

Mayor Koch believed that Wells Fargo was waiting for this issue to be resolved in order to remarket the property. He stated it was unfortunate that the shed could not just be moved 18 inches.

Mary Kayser, 3338 116<sup>th</sup> Avenue NW, explained that the shed was more than five feet from the fence. She discussed the layout of her property and understood there was a slight encroachment at this time. She reported that she has lived in the home for 23 years and the shed had been in this same position for the past seven years.

Councilmember Johnson asked if Ms. Kayser was willing to apply for a variance. Ms. Kayser explained this would hold up the Wells Fargo litigation. She discussed the agreement she had with Wells Fargo at this time, noting that the shed did not have to move.

City Attorney Brodie recommended that the Council have the applicant pursue a variance and that an easement encroachment agreement be drafted.

Councilmember Klint questioned if the lot line could be adjusted another nine inches to eliminate the need for the variance. Ms. Kayser indicated she has made this request and Wells Fargo was unwilling to compromise any further.

Mayor Koch questioned if the Council could make a recommendation this evening. City Attorney Brodie recommended that the approval be conditioned on the applicant receiving a variance for the shed with an encroachment agreement.

**MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER GEISLER,  
TO AFFIRM THE APPLICANT'S APPEAL TO REMOVE CONDITION 2 WHICH READS:**

- THE STORAGE SHED ON LOT 9 BE MOVED OR THE WIDTH REDUCED SO THAT IT COMPLIES WITH THE FIVE FOOT SETBACK REQUIREMENT.

ADDING A NEW CONDITION WHICH READS:

- THE APPLICANT IS REQUIRED TO APPLY FOR A VARIANCE AND ENTER INTO AN EASEMENT AGREEMENT WITH THE CITY OF COON RAPIDS.

City Attorney Brodie advised that there was no guarantee that the variance would be approved.

Councilmember Manning explained that the proposed motion would hold up the Wells Fargo situation.

Councilmember Geisler recommended that staff fast track the variance request. City Attorney Brodie discussed the variance process in further detail with the Council. He believed that the process could move forward with a dual track and could be accomplished fairly quickly.

Councilmember Manning believed the easiest solution to this problem would be to move the shed 18 inches.

Councilmember Geisler explained that the motion put forth would allow the applicant to find a possible resolution by either moving the shed 18 inches or by allowing her to pursue the variance procedure.

Councilmember Klint indicated she would not be supporting the motion because she believed the request should have been approved as requested.

THE MOTION PASSED 6-1 (KLINT OPPOSED).

12. CONSIDER JOINT POWERS AGREEMENT WITH ANOKA COUNTY FOR THE RECONSTRUCTION OF FOLEY BOULEVARD BETWEEN EGRET AND NORTHDAL BOULEVARDS; CITY PROJECT 13-10
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER MANNING, TO TABLE ACTION ON THIS ITEM TO A FUTURE COUNCIL MEETING. THE MOTION PASSED 6-0-1 (KLINT ABSTAINED).

13. ORDER PREPARATION OF FEASIBILITY REPORT AND PREPARATION OF PLANS FOR PROJECT 16-1, MSA STREET RECONSTRUCTION
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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 16-1(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 16-1(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

14.      ORDER PREPARATION OF FEASIBILITY REPORT AND PREPARATION OF PLANS  
            FOR PROJECT 16-2, MSA STREET RECONSTRUCTION

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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER MANNING, TO ADOPT RESOLUTION NO. 16-2(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 16-2(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

15.      ORDER PREPARATION OF FEASIBILITY REPORT AND PREPARATION OF PLANS  
            FOR PROJECT 16-3, MSA STREET RECONSTRUCTION

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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO ADOPT RESOLUTION NO. 16-3(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 16-3(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

16.      ORDER PREPARATION OF FEASIBILITY REPORT AND PREPARATION OF PLANS  
            FOR PROJECT 16-4, MSA STREET RECONSTRUCTION

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The Staff report was shared with Council.

MOTION BY COUNCILMEMBER MANNING, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 16-4(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 16-4(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

17.      CONSIDER APPROVAL OF CONCEPT DRAWINGS AND ORDER PREPARATION OF  
            PLANS AND SPECIFICATIONS FOR CITY PROJECT 15-20; 2016 PARK

## **REDEVELOPMENT PROJECTS**

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The Staff report was shared with Council.

Mayor Koch questioned what size shelter was being proposed for the park. Public Works Director Himmer anticipated that a 16' x 16' shelter would be installed.

Councilmember Klint asked if there were neighbors fighting over shelter use. Public Works Director Himmer stated this has not been a concern, but additional shelters available for rental would benefit the City while also reducing the stress of residents planning events in the park.

Mayor Koch believed it made sense to allow residents to reserve neighborhood park shelters for birthday parties or other events. He suggested a small stipend be charged for the use of the shelters.

There was Council consensus to have the proposed park shelters the sizes recommended by staff and allow the shelters to be reservable.

Councilmember Klint questioned if it was necessary to have ag lime in the infields. Public Works Director Himmer stated with the redesign of the park, it may be nice to offer this for the new ballfields.

Councilmember Demmer supported the realignment of the ballfields, as it would keep children from hitting foul balls towards adjacent homes.

Councilmember Johnson asked if any winter recreation was being considered for these parks. Public Works Director Himmer commented there has not been a rink in any of these parks, nor would one be added.

Councilmember Klint discussed the proposed native plantings at Pheasant Ridge Park and recommended these be planted along the park edges. She feared that the plantings would be construed to be weeds if planted in an open space. Public Works Director Himmer stated this park would remain a natural amenity. He reported that the garden planting areas would have educational signage.

**MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER DEMMER, TO APPROVE THE PROPOSED CONCEPTUAL PARK PLANS AND AUTHORIZE THE PREPARATION OF FINAL PLANS AND SPECIFICATIONS FOR THE 2016 PARK REDEVELOPMENT PROJECTS. THE MOTION PASSED UNANIMOUSLY.**

## **OPEN MIC/PUBLIC COMMENT**

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Mayor Koch reviewed the rules of order for the Open Mic/Public Comment portion of the meeting.

Jerry Pierce, 12236 Partridge Street, requested the Council and City staff consider the creation of a Citizen Request Committee. He was in favor of the Council creating such a committee, as this would provide further input to the Council from residents regarding contracts and vendors.

#### REPORTS ON PREVIOUS OPEN MIC

None.

#### OTHER BUSINESS

Councilmember Klint requested staff have a conversation with Anoka County regarding the condition of Northdale Boulevard from Hanson Boulevard towards Sand Creek.

Councilmember Klint commented she received a phone call from a resident expressing concern with the religious institutions in the City of Coon Rapids. She explained that the other Councilmembers can expect a call from her regarding this subject.

#### ADJOURN

MOTION BY COUNCILMEMBER WELLS, SECONDED BY COUNCILMEMBER JOHNSON, TO ADJOURN THE MEETING AT 9:12 P.M. THE MOTION PASSED UNANIMOUSLY.

\_\_\_\_\_  
Jerry Koch, Mayor

ATTEST:

\_\_\_\_\_  
Joan Lenzmeier, City Clerk





**City Council Regular**

**3.**

**Meeting Date:** 09/01/2015

**Subject:** Approve 2015-2016 Coon Rapids Ice Center Fee Structure and User Contracts

**Submitted For:** Tim Himmer, Public Works Director

**From:** Sarah Greene, Administrative Assistant II

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**INTRODUCTION**

Staff is requesting that the City Council consider and approve the Coon Rapids Ice Center fee structure and user contracts for the 2015-2016 season.

**DISCUSSION**

Coon Rapids Ice Center 2015-16 fees for hourly ice rentals were approved by the City Council at the July 21, 2015 meeting. In addition to the approved hourly ice rental rates, the attached fee structure outlines the proposed rates for other services and activities that are conducted at the arena. The attached user agreements with Anoka-Hennepin Independent School District No. 11, and the Coon Rapids Youth Hockey Association are also submitted for City Council's consideration.

**RECOMMENDATION**

Staff recommends that the City Council approve the proposed 2015-2016 Coon Rapids Ice Center fee structure and user contracts.

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**Attachments**

CRIC Fee Structure

ISD 11 Contract

CRYHA Contract

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**2015-2016  
COON RAPIDS ICE CENTER  
FEES AND CHARGES**

Winter Season 2015-2016 (September 1<sup>st</sup> through March 31<sup>st</sup>)..... \$195.00 per hour

Spring and Summer Season 2016 (April 1<sup>st</sup> through August 31<sup>st</sup>). \$145.00 per hour

Coon Rapids Youth Hockey Association, Winter Season 2015-2016  
(September 1<sup>st</sup> through March 31<sup>st</sup>)..... \$190.00 per hour

After 10:00 PM..... \$145.00 per hour

Before 3:00 PM Mon.-Fri.\* ..... \$145.00 per hour

\*With the exception of AHSD school release days.

Outdoor Rink ..... \$75.00 per hour

**Public Skating per Session**

Adults.....\$5.00

Youth (6 to 18 years) .....\$4.00

Children 5 years and under accompanied by a paid admission .....\$0.00

School Groups (includes skate rental) ..... \$3.00 per person/per hour

ARCC Intramural per session ..... \$8.00 per player

Adult Open Hockey per session.....\$5.00

Stick and Puck Session .....\$5.00

Children 5 years and under accompanied by a paid admission .....\$0.00

Skate Rental per session.....\$3.00

**Skate Sharpening**

Overnight .....\$4.00

Same Day .....\$5.00

Prepaid Punch Card for seven sharpenings.....\$25.00

## RENTAL FEES

Priority 1 – Any events directly sponsored by the City of Coon Rapids.

Priority 2 – Events conducted by a Coon Rapids Civic, Athletic or Public Organization.

Priority 3 – Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit, or Coon Rapids business.

Priority 4 – Events conducted by a Non-Coon Rapids Resident.

	<u>Up to Two Hours</u>	<u>Each Add'l Hour</u>
Party Room A or B:		
• Priority 2	10	5
• Priority 3	25	10
• Priority 4	30	15
Party Room A & B combined:		
• Priority 2	15	5
• Priority 3	40	15
• Priority 4	50	20
Cook Conference Room A or B:		
• Priority 2	15	5
• Priority 3	30	10
• Priority 4	40	15
Cook Conference Rooms A & B combined:		
• Priority 2	20	10
• Priority 3	60	20
• Priority 4	70	25
Graeber Skybox		
• Priority 2	15	5
• Priority 3	50	20
• Priority 4	60	25
Multi-use Training Room 1		
• Priority 2	15	5
• Priority 3	30	10
• Priority 4	40	15

The rental of rooms may be restricted by the Manager based on availability.

**DAMAGE DEPOSIT:** Damage deposits apply to Priority 3 and 4 users and are due at the time of reservation.

- \$100 for Cook Conference Rooms or Graeber Skybox
- \$50 for Multi-use Training Rooms
- \$50 for Party Rooms

## ADVERTISING

### Dasher Boards 29" x 96" (25 spaces available)

- \$700.00 with one year commitment
- \$650.00 per year with two year commitment
- \$600.00 per year with three year commitment
- \$500.00 per year with a five year commitment

### North Scoreboard 2' x 10' (3 spaces available)

- \$1,000.00 with one year commitment
- \$925.00 per year with two year commitment
- \$825.00 per year with three year commitment
- \$700.00 per year with five year commitment

### South Scoreboard 2' x 6' (2 spaces available)

- \$800.00 with one year commitment
- \$750.00 per year with two year commitment
- \$675.00 per year with three year commitment
- \$575.00 per year with five year commitment

### Above Player Benches 36" x 96" (8 spaces available)

- \$800.00 with one year commitment
- \$750.00 per year with two year commitment
- \$675.00 per year with three year commitment
- \$575.00 per year with five year commitment

### In-Ice Logos 12' x 14' (4 Neutral zone spaces available)

- \$1,200.00 per year with two year commitment
- \$1,000.00 per year with three year commitment

### Zamboni (two machines available)

#### Side panel (one only)

- \$750.00 per year with two year commitment
- \$600.00 per year with five year commitment

#### Side panels (both)

- \$1,200.00 per year with two year commitment
- \$950.00 per year with a five year commitment

#### Full machine vinyl wrap

- \$2,500 per year with a five year commitment

All advertising, excluding Zamboni wrap, includes credit for graphics production costs up to \$150.00 per advertisement. Advertisers may supply their own graphics if they meet Coon Rapids Ice Center guidelines. Full Zamboni wrap advertisers produce and install graphics at their expense.

## COON RAPIDS ICE CENTER CONTRACT

This ice facility use agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2015 to August 31, 2016.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER's high schools. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

- a. \$ 195.00 Prime Indoor Ice Hourly Rate
- b. \$ 75.00 Outdoor Ice Hourly Rate
- c. \$ 145.00 Non Prime Hourly Rate
- d. \$ 550.00 Indoor Ice or Outdoor Ice Rental Fee for Games.
- e. \$ 10.00 Per ice hour used (Locker Room Cleaning Fee)

(Note: do not include hourly ice charge in the Ice Center rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)

- f. 35% PROVIDER Share of the proceeds of the Net Gate Receipts.

3. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

4. LOCKER ROOM CONDITION: User shall be entitled to exclusive use of certain locker rooms as determined by Provider during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels. PROVIDER and USER will conduct a locker room inspection before and after each high school hockey season to evaluate locker room physical conditions. PROVIDER shall have the right to use the locker rooms outside of the high school hockey season, said events will be coordinated with the USER.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by Ice Center management to USER's approved coaches. Keys

and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

6. ANCILLARY USE OF FACILITIES: PROVIDER will allow USER and the USER's hockey booster clubs (Boys and Girls) reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER's ice hockey activities without charge. Ancillary uses are defined as parent meetings, team meetings when a coach is present, booster club meetings, and booster club-sponsored team meals. PROVIDER will allow USER access to and use of the shooting station without charge as an ancillary use. PROVIDER will allow USER access to Multi-Use Training Room 1 when used independently or in conjunction with Training Room 2 at no charge. Usage must be scheduled with PROVIDER in advance. PROVIDER agrees USER and USER's booster clubs shall have exclusive access to and use of the Graber Skybox without charge for four home hockey games to accommodate parents' and seniors' night activities as an ancillary use. USER and USER's booster club shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct two "youth nights" per season. USER and USER's booster clubs will be allowed to bring food and beverages into the skybox during parents' and seniors' nights but agree not to do so in a manner that competes with PROVIDER's concession stand. Ancillary use of the facilities must be scheduled with PROVIDER in advance. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary requires additional cleaning services.

7. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center rental fee and minus their percentage share of net gate receipts set forth in Section 2e above or, if the gate receipts are less than the Ice Center rental fee, bill USER the amount necessary to cover the Ice Center rental fee. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate. Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

8. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be

held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

9. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

10. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility

11. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

12. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the

premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

**INSURANCE:** Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

Dated: \_\_\_\_\_

USER: ANOKA-HENNEPIN SCHOOL

DISTRICT NO. 11

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

PROVIDER: CITY OF COON RAPIDS

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Matt Stemwedel, City Manager

Approved as to form:

By: \_\_\_\_\_  
David Brodie, City Attorney



**COON RAPIDS ICE CENTER ICE TIME RENTAL  
AND FACILITY USE AGREEMENT -  
COON RAPIDS YOUTH HOCKEY ASSOCIATION**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF COON RAPIDS, a Minnesota municipal corporation (the "City") located in Anoka County, Minnesota and COON RAPIDS YOUTH HOCKEY ASSOCIATION, a Minnesota non-profit corporation ("CRYHA"), located in Anoka County, Minnesota.

WITNESSETH:

WHEREAS, the City owns and operates the Coon Rapids Ice Center, located at 11100 Crooked Lake Boulevard, Coon Rapids, Minnesota (the "Arena"); and

WHEREAS, CRYHA desires to rent ice time and use portions of the Arena for its youth hockey programs.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. Arena Use. The City hereby grants to CRYHA the use of space within the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence on September 1, 2015, and end on August 31, 2016.
3. Rent. CRYHA shall pay hourly ice rental fees to the City as follows:
  - a. Ice Fees Indoor.  
\$190.00 per hour for the period September 1, 2015 through March 31, 2016 for prime time ice hours. Prime hours are considered Monday-Friday after 3:00 PM and Friday-Sunday before 10:00 PM.  
\$145.00 per hour for the period of September 1, 2015 through March 31, 2016 for non-prime ice hours. Non-prime hours are considered Monday-Friday before 3:00 PM and Friday-Sunday after 10:00 PM with the exception of Anoka Hennepin School District non-school days whereas the rate would still be considered prime.  
\$145.00 per hour for the period of April 1, 2016 through August 31, 2016.
  - b. Ice Fees Outdoor.  
\$75.00 per hour when the outdoor rink is available.

4. Arena Meeting Rooms. CRYHA may schedule the use of available Arena meeting or party rooms without charge for association meetings, tournament administration, team meetings, parent conferences, or other non social business functions. Room reservations must be made through the Arena Manager or his designee prior to the use of the meeting rooms or party rooms. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested meeting or party rooms or if the meeting or party rooms are requested by another Arena user. The City will provide CRYHA with reasonable notice of any reservation denial or reservation withdrawal and will attempt to provide the use of alternate space, if available. The City has sole discretion in granting reservation requests.

5. Office and Storage Space. CRYHA may use Arena Room 210 without charge for office and storage use. The City will furnish one set of office furniture consistent with other Arena furnishings. The City will furnish all utilities except for telephone service. CRYHA may not alter, modify, or paint the room without prior written approval of the Arena Manager. CRYHA must maintain the room and the furnishings in a clean and orderly condition and ensure that the furnishings are well cared for. CRYHA must provide insurance for its personal property and for the property of its players, employees and agents. The City assumes no responsibility for such property and CRYHA agrees to hold the City harmless from any claims for damage, theft or loss of any property referenced in this section.

6. Multipurpose Training Rooms. CRYHA may use Arena Multipurpose Training Room 1(207A) without charge for association training activities. Training room reservations must be made through the Arena Manager or his designee prior to the use of the training room. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested training room or if the training room is requested by another Arena user. CRYHA agrees that it will not allow sticks or pucks to be used in Training Room 1.

CRYHA players, participants and guests must be supervised by an association coach who obtains the room key(s) from front desk Arena staff in accordance with the Arena's room reservation procedure.

7. Shooting Station. CRYHA may use Arena Room 171 for use as a shooting station. Equipment installed by CRYHA must have prior written approval from the Arena Manager. Any CRYHA equipment installed must be removed by CRYHA upon request of the City upon reasonable notice. The City reserves the right to use Room 171 at any time to house the refrigeration equipment for the outdoor skating trail. If the City determines it is necessary to use Room 171 for refrigeration equipment the City will provide CRYHA notice that it must

remove its equipment within 30 days. Notice will be provided to CRYHA in writing to the President or Vice President.

8. Duty of Care. CRYHA agrees that it will use the Arena facilities with due care and in a manner not to cause unnecessary wear on the Arena, Arena facilities and equipment. CRYHA agrees to re-imburse the City for any damage to the Arena, Arena facilities and equipment caused by CRYHA, its members, employees, agents and invitees beyond normal wear and tear.

9. Scheduling of Ice Time. The City will provide CRYHA's ice schedule representative "committed but unspecified" hours of ice through March 2016. These hours must be either utilized by CRYHA or cancelled in accordance with the cancellation policy in section 10 below.

The City will grant CRYHA up to 16 hours of free ice time at the CRIC for programs directed at recruitment of beginning players.

10. Ice Time Cancellation. CRYHA may cancel scheduled practice and/or game times upon providing written cancellation notice to the Arena Manager at least 14 days prior to the scheduled practice or game. Upon proper notice the Arena Manager will cancel the scheduled practice and/or game time and adjust the rent payable by CRYHA accordingly. If a scheduled practice and/or game is canceled due to inclement weather or as a result of unusual circumstances beyond the control of CRYHA, the Arena Manager may adjust the rent payable by CRYHA accordingly. The Arena Manager shall have sole discretion in determining whether the cancellation was necessary.

The City will not be responsible for the cancellation of ice time for any reason. Typical reasons for cancelling ice time include but are not limited to equipment failure, loss of power or severe weather. In the event of such an occurrence, the Arena Manager will attempt to reschedule CRYHA's ice rental times. If the ice rental time cannot be rescheduled CRYHA will not be charged.

11. Payment. The City will submit an itemized invoice for rent to CRYHA on a monthly basis for ice time used during the preceding month in accordance with the rates identified in Paragraph 3. CRYHA shall pay the invoice to the City within 20 business days after the date of the invoice. Any invoice not paid by the due date will result in a late-payment fee being assessed to CRYHA in the amount of 10 percent of the invoice.

12. Concessions. The City will operate a food and beverage concession stand within the Arena that will operate during CRYHA games and tournaments. The City is the sole operator of concessions and will retain all proceeds from sales through the concession facility. Except as otherwise provided in this Section or as otherwise agreed to in writing, CRYHA will not sell or provide any food or beverage at the Arena. This prohibition on selling or providing food and

beverages includes the Arena building, outdoor rink, parking areas and all other Arena property. CRYHA agrees that it will not communicate to others any direct or implied authority to bring food or beverage into the Arena for resale.

During CRYHA-sponsored tournaments, CRYHA may bring in hospitality breakfast items for free distribution to teams. Hospitality breakfast items may be distributed and consumed only in the Arena room(s) designated by the City from the hours of 5:00 am to 10:00 am. Hospitality breakfast items include only those items typically referred to as a “continental breakfast.”

13. Sale of Association Merchandise. CRYHA may sell CRYHA merchandise, programs and souvenirs in the Arena during CRYHA games, tournaments and events. CRYHA will retain all proceeds from the sale of said items. CRYHA may grant permission to a commercial vendor to sell CRYHA merchandise; however, any commercial vendor may be required to pay a permit fee to the City. CRYHA may not sell items similar in nature to items stocked by the City in the Arena Pro Shop. Sale locations and sale items must be approved in advance by the Arena Manager.

14. Outdoor Refrigerated Ice. Subject to availability, CRYHA will be allowed to use up to four hours per week of non-prime ice time on the outdoor refrigerated rink for its Mites program at no charge. Use of ice time pursuant to this paragraph must be scheduled through the Arena Manager or designee. For the purpose of this paragraph non-prime ice time is defined as Monday through Friday from 3:30 p.m. to 5:50 p.m., Saturday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 10:00 p.m., and on Sunday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 9:00 p.m.

15. Arena Advertising. CRYHA may sell or otherwise use two dasher board advertising spaces on the indoor rink of the Arena. The City reserves the right to approve any advertising sold or used by CRYHA. CRYHA shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for any installation, repair or removal of said advertising.

CRYHA may place team banners, motivational banners, and Association banners in designated locations at the Arena. CRYHA shall obtain approval from the Arena Manager prior to installing, repairing, replacing, removing or modifying any advertising. The Arena Manager may request CRYHA to remove any banner by providing written notice to the President or Vice President of CRYHA. Any banner not removed by CRYHA within seven days of the notice may be removed by the City.

16. General Liability Insurance and Indemnification. CRYHA agrees to hold harmless, defend and indemnify the City, its officers, employees and agents, from and against any and all demands, claims, and/or damages to persons or property, losses, and liabilities (collectively “Claims”), to the extent that such Claims arise out of or are caused by the negligence or willful misconduct of CRYHA, its officers, agents, employees or players in

connection with the rights granted by this Agreement. For that purpose, CRYHA shall purchase and maintain liability insurance in an amount of \$1,000,000 which shall name the City as an additional insured for defense and indemnification purposes. A certificate showing this insurance coverage and the City's position as an additional insured shall be filed with the City Clerk prior to the City's execution of this agreement. The policy and certificate shall indicate that the insurer is to provide the City with at least thirty (30) days notice of its intent to cancel the policy. This Agreement shall immediately terminate upon expiration of this liability insurance policy.

17. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Coon Rapids  
11555 Robinson Drive  
Coon Rapids, MN 55433

Coon Rapids Youth Hockey Association  
11000 Crooked Lake Boulevard  
Coon Rapids, MN 55433

18. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CRYHA may not assign its interest in the agreement to any other party without prior written approval from the Coon Rapids City Council.

19. Laws and Regulations. CRYHA shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this agreement. All rules and policies of the Arena will be enforced by CRYHA accordingly.

20. Independent Contractor. It is understood that this agreement does not create an employer/employee relationship between the City and CRYHA and that at all times CRYHA's members, employees, agents and participants are acting as an independent contractor while performing any role authorized by this Agreement.

21. Data Practices Act. CRYHA shall at all times abide by the Minnesota Data Practices Act, Minn. Stat. Sec. 13.01, et seq., to the extent that the Act is applicable to data and documents in the possession of the CRYHA.

22. Termination. The City may terminate this Agreement upon 14 days' written notice by the Arena Manager in the event the City determines that CRYHA is in noncompliance with the terms and/or requirements of this Agreement or is in noncompliance with the written rules of the Arena. Upon such notice CRYHA shall have the right to a hearing before the City Council. CRYHA must request the hearing within 7 days of receiving the written notice of termination. Upon such written request the hearing may be conducted at a regularly scheduled

City Council meeting or at a special City Council meeting called for the purpose of conducting the hearing. The hearing will be held within 30 days of the written request for a hearing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

CITY OF COON RAPIDS

COON RAPIDS YOUTH HOCKEY  
ASSOCIATION

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Scott Billey, President

By: \_\_\_\_\_  
Matt Stemwedel, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Brodie, City Attorney



**City Council Regular**

**4.**

**Meeting Date:** 09/01/2015

**Subject:** Adopt Resolution 15-109 Setting Truth in Taxation Dates

**From:** Sharon Legg, Finance Director

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**INTRODUCTION**

The City Code requires Council to set dates for truth in taxation public hearing by the first regular monthly meeting in September.

**DISCUSSION**

As you know, the 2016 Proposed Budget was distributed to the City Council on August 5, 2015 and discussed at a workshop on August 11. You may recall that the levy must be certified to Anoka County by September 30, 2015 (formerly September 15) to allow preparation of truth in taxation notices. Staff will request the City Council adopt the preliminary levy at the September 15 City Council meeting.

However, since the City Charter requires that public hearing dates be set on the first meeting in September, staff is recommending that the truth in taxation date for the review and adoption of the 2016 tax levy be scheduled for December 1, 2015.

**RECOMMENDATION**

Staff recommends adoption of Resolution 15-109 establishing Truth in Taxation Dates for the City of Coon Rapids.

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**Attachments**

**Resolution 15-109**

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**RESOLUTION NO. 15-109**

**RESOLUTION ESTABLISHING TRUTH IN TAXATION DATES FOR THE CITY OF  
COON RAPIDS**

**WHEREAS**, MN Statutes 275.065, require cities over 500 population to hold a regularly scheduled meeting at which the budget and levy will be discussed and the final levy determined. The hearings must be between November 25 and December 28 and be held after 6:00 p.m.; and,

**WHEREAS**, the City must certify a preliminary 2015 property tax levy prior to September 30 of each year; and

**WHEREAS**, the City Code requires that not later than the first regular monthly meeting of the Council in September, the Council shall establish dates for public hearings on the budget: and

**WHEREAS**, the City Council must allow the public to comment on the budget which will be scheduled for the Council meeting on December 1, 2015.

**BE IT FURTHER RESOLVED** that the City Council establish December 1, 2015 at 7:00 p.m. as the Truth in Taxation meeting date at which time the public will have a chance to comment on the proposed budget.

Adopted this 1st day of September 2015.

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Tim Howe, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk





**City Council Regular**

**5.**

**Meeting Date:** 09/01/2015

**Subject:** Approve Contract for School Liaison Officer Services River Trail Learning Center

**From:** Brad Wise, Police Chief

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**INTRODUCTION**

The Police Department requests to renew a contract with Anoka Hennepin School District 11 for the 2015-16 school year for School Liaison Officer (SLO) services at River Trail Learning Center.

**DISCUSSION**

The Police Department maintains a separate contract with the Anoka Hennepin School District 11 for SLO services provided at this school. The department has operated the SLO program at this school since 2010.

**RECOMMENDATION**

Staff recommends the Council approve the 2015-16 contract for School Liaison Officer Services at the River Trail Learning Center with Anoka Hennepin School District 11.

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**BUDGET IMPACT:**

The 2015-16 contract reflects a 2 percent increase over last year for a total of \$73,616.00.

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**Attachments**

**River Trail 2015-16 Contract**

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**2015-2016  
River Trail Learning Center  
Contract for School Liaison and Prevention Program Officer Services  
Between the Anoka – Hennepin School District No. 11  
and the City of Coon Rapids**

This contract by and between the City of Coon Rapids (hereafter referred to as "City") and Anoka – Hennepin Independent School District No. 11 (hereafter referred to as "District") is entered into under Minnesota law.

**PURPOSE:** This contract is to address the need for the presence of police officers in District schools to provide prevention program instruction and liaison service to the District schools recognizing these services:

1. Promote crime prevention within District schools.
2. Provide drug abuse education.
3. Coordinate activities between the District, the criminal justice system, and social services.

1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers' salaries and benefits including worker's compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2015 to June 30, 2016, District's fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer's contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District.
- 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. \*DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$73,616.00. Request for payment should be submitted by June 1, 2016, of the fiscal year.
11. INDEMNIFICATION. The CITY agrees to hold the DISTRICT, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the negligent performance of the duties of the School Liaison Officer and/or the Prevention Program Officer.
12. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:  
  
River Trail Learning Center
13. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

City of \_\_\_\_\_

Anoka – Hennepin School District No. 11

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

<b>CONTRACT ADMINISTRATION INFORMATION FORM</b>
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CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Linda Anderson  
Director of Student Services  
Educational Service Center  
2727 N Ferry St  
Anoka, MN 55303  
763-506-1017

Program Administration

Heather Johnson, Program Supervisor	River Trail Learning Center	763-506-1900
Erin Jensen, Program Supervisor	River Trail Learning Center	763-506-1900

Payment Procedures-

Pursuant to section 10 of the agreement, the City should submit a bill to:

ATTN: Linda Anderson  
Educational Service Center  
2727 N Ferry St  
Anoka, MN 55303  
763-506-1017



**City Council Regular**

**6.**

**Meeting Date:** 09/01/2015

**Subject:** Approve Contract for School Liaison Officers and Prevention Program Services

**From:** Brad Wise, Police Chief

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**INTRODUCTION**

The Police Department request to renew a contract with Anoka Hennepin School District 11 for the 2015-16 school year for School Liaison Officer (SLO) and Prevention Program Services. This agreement provides funding for assigning police officers as SLO officers at Coon Rapids High, Coon Rapids Middle, and Northdale Middle Schools; and for officers teaching the Drug Abuse Resistance Education (DARE) program in the elementary schools.

**DISCUSSION**

The Police Department has operated the SLO program since 1974. Since 1989 the police department has instructed the nationally recognized DARE program in all elementary schools in Coon Rapids. The DARE program has become the primary tool for the department's officers to interact in a positive way with children.

**RECOMMENDATION**

Staff recommends the Council approve the 2015-16 contract for SLO and Prevention Officer Services with Anoka Hennepin School District 11.

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**BUDGET IMPACT:**

The 2015-16 contract reflects a 2 percent increase over last year for a total of \$186,036.14.

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**Attachments**

**Anoka Hennepin 2015-16 Contract**

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**2015-2016**  
**Contract for School Liaison and Prevention Program Officer Services**  
**Between the Anoka – Hennepin School District No. 11**  
**and the City of Coon Rapids**

This contract by and between the City of Coon Rapids (hereafter referred to as “City”) and Anoka – Hennepin Independent School District No. 11 (hereafter referred to as “District”) is entered into under Minnesota law.

**PURPOSE:** This contract is to address the need for the presence of police officers in District schools to provide prevention program instruction and liaison service to the District schools recognizing these services:

1. Promote crime prevention within District schools.
  2. Provide drug abuse education.
  3. Coordinate activities between the District, the criminal justice system, and social services.
1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
  2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers’ salaries and benefits including worker’s compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
  3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2015 to June 30, 2016, District’s fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
  4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
  5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer’s contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
  6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District..
  - 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District’s Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. \*DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$186,036.14. Request for payment should be submitted by June 1, 2016, of the fiscal year.
11. INDEMNIFICATION. The CITY agrees to hold the DISTRICT, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the negligent performance of the duties of the School Liaison Officer and/or the Prevention Program Officer.
12. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:

Coon Rapids High School  
Coon Rapids Middle School  
Northdale Middle School  
Crossroads Alternative

The following elementary schools shall receive Prevention Program services as a result of this contract:

Adams  
Eisenhower  
Hamilton

Hoover  
Mississippi  
Morris Bye

Sand Creek

13. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

City of \_\_\_\_\_

Anoka – Hennepin School District No. 11

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

<b>CONTRACT ADMINISTRATION INFORMATION FORM</b>
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CONTACTS AT THE SCHOOL DISTRICT

Contracted Administration

Linda Anderson  
Director of Student Services  
Educational Service Center  
2727 N Ferry St  
Anoka, MN 55303  
763-506-1017

Program Administration

Annette Ziegler, Principal	Coon Rapids High School	763-506-7100
Tom Shaw, Principal	Coon Rapids Middle School	763-506-4800
Kari Rock, Principal	Northdale Middle School	763-506-5400
Nancy Chave, Principal	Crossroads Alternative	763-506-7400
Jeremy Tammi, Principal	Adams Elementary	763-506-1600
Amy Reed, Principal	Eisenhower Elementary	763-506-2300
Melissa Monson, Principal	Hamilton Elementary	763-506-2700
George Vasil, Principal	Hoover Elementary	763-506-2800
Ann Sangster, Principal	Mississippi Elementary	763-506-3500
Janel Wahlin, Principal	Morris Bye Elementary	763-506-3700
Paul Anderson, Principal	Sand Creek Elementary	763-506-4300

Payment Procedures-

Pursuant to section 10 of the agreement, the City should submit a bill to:

ATTN: Linda Anderson  
Educational Service Center  
2727 N Ferry St  
Anoka, MN 55303  
763-506-1017





**City Council Regular**

7.

**Meeting Date:** 09/01/2015

**Subject:** Adopt Resolution 15-110 Approving Amending to 2015 Water Fund Budget

**From:** Sharon Legg, Finance Director

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**INTRODUCTION**

Staff is requesting that funds be allocated for an emergency replacement of booster pump #6 for the west treatment plant.

**DISCUSSION**

There are nine booster pumps in the water system that pump water from the reservoirs into the distribution system. Booster pump #6 failed and needed to be pulled to resolve the issue. The pump was no longer operable and needs replacement. At the present time, a new pump has been ordered but has a four month lead time. In the meantime, other pumps are in play to accommodate this pump being out of service.

The cost to pull, install and replace this booster pump is \$38,509. Because this is a necessary capital outlay item, staff is recommending that the budget be amended for this project. This will be depreciated over twenty (20) years.

**RECOMMENDATION**

Staff recommends adoption of Resolution 15-110 to Amend the 2015 Water Fund Budget.

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**Attachments**

**Resolution 15-110**

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**RESOLUTION NO. 15-110**

**RESOLUTION AMENDING THE 2015 WATER FUND BUDGET**

**WHEREAS**, Section 1-700 of the City Charter provides for adoption of an annual budget and the subsequent amendments; and

**WHEREAS**, the booster pump #6 is no longer is operable and needed immediate replacement; and

**WHEREAS**, the 2015 budget does not include capital outlay funds for replacing booster pump #6 in the water department; and

**WHEREAS**, water sales revenue covers the costs of the water operation, and

**WHEREAS**, the total cost to complete the purchase is estimated to be \$38,509; and

**WHEREAS**, capital outlay purchases must specifically be identified and funded per the City Code 2-803, and

**WHEREAS**, funds are available in the Water Fund balance to make this purchase.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota to increase the Water Fund capital outlay budget by \$38,509 for the replacement of booster pump #6.

Adopted this 1<sup>st</sup> day of September, 2015.

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Jerry Koch, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk



**City Council Regular**

**8.**

**Meeting Date:** 09/01/2015

**Subject:** Approve On Sale Class A, Sunday, and 2 a.m. Liquor License for Central Florida Restaurants, Inc. d/b/a T.G.I. Fridays

**From:** Stephanie Lincoln, Deputy City Clerk

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**INTRODUCTION**

Council is asked to approve an On-Sale Class A, Sunday, and 2 a.m. Liquor License for 12519 Riverdale Blvd NW, to Central Florida Restaurants, Inc d/b/a T.G.I. Fridays.

**DISCUSSION**

The ownership of T.G.I. Fridays located at 12519 Riverdale Blvd NW has been sold to Central Florida Restaurants, Inc necessitating the application for an On-Sale Class A, Sunday, and 2 AM Liquor License for T.G.I. Fridays in the new entity's name.

The license and investigation fees have been paid. The Police Department is conducting the background investigation as required by the City's Code. A Certificate of Insurance evidencing liquor liability and workers' compensation coverage has been received. Approval of the license would be conditioned upon completion of successful background investigations and Anoka County Environmental Services issuing a food service license.

**RECOMMENDATION**

Approve issuance of an On-Sale Class A, Sunday, and 2 a.m. Liquor License to 12519 Riverdale Blvd NW, Central Florida Restaurants, Inc d/b/a T.G.I. Fridays contingent upon completion of successful background investigations and Anoka County Environmental Services issuing a food service license.

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**City Council Regular**

**9.**

**Meeting Date:** 09/01/2015

**Subject:** Consider Adoption of Ordinance 2145 Authorizing Sale of Residential Lot, 2260 Coon Rapids Blvd.

**From:** Matt Brown, Economic  
Development Coordinator

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**INTRODUCTION**

The Council is asked to adopt an ordinance authorizing the sale of a single-family lot at 2260 Coon Rapids Boulevard.

**DISCUSSION**

The property at 2260 Coon Rapids Boulevard was acquired by the City in 2003. At that time, the City was interested in acquiring several properties along the south frontage road of Coon Rapids Boulevard that abut the Riverview Park reservoir. An older house on the property was demolished after acquisition. Since that time, Staff has determined that it would be very costly and no longer feasible to acquire all the properties adjacent to the reservoir. Acquiring these properties would add little value to the open space around the reservoir. Public access to the reservoir property still exists a few hundred feet to the west. Jaime Dahlen has offered \$65,000 for the lot, which reflects current market value, and plans to construct a house on the lot.

The Council is asked to adopt an ordinance authorizing conveyance of the property. The City's Charter requires an ordinance for any land sale. The Council introduced the ordinance and held a public hearing at its August 18 meeting. The Council is also asked to approve a Purchase and Redevelopment Agreement. The agreement binds the buyer to constructing the proposed house by December 31, 2016 and also provides for the return of title to the HRA if the buyer should fail to perform as agreed.

**RECOMMENDATION**

Staff recommends that the Council:

- a. Adopt the ordinance authorizing the sale of the lot at 2260 Coon Rapids Boulevard.
  - b. Approve the purchase and redevelopment agreement with Jamie Dahlen.
  - c. Authorize the Mayor and City Manager to execute the deed.
  - d. Authorize Staff to execute other closing documents as necessary to close on the property.
- 

**Attachments**

Ordinance

Purchase and Redevelopment Agreement

House Plan

Location Map

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**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE, LOT 8 AND  
NORTHWESTERLY HALF OF LOT 9, BLOCK 1, OAKDALE**

**Preamble:**

- A. The City is the owner of real estate described as Lot 8 and Northwesterly Half of Lot 9, Block 1, Oakdale, Anoka County, Minnesota (the "Property").
- B. The City purchased the Property in 2003 to expand public access to the adjacent public land.
- C. The City Council finds that the Property is no longer needed to provide adequate access to the adjacent public land.
- D. The City Council finds that the highest and best use of the Property is single-family residential and the City has listed the Property for sale for construction of a single-family home.
- E. Jamie Dahlen has agreed to purchase the property for \$65,000 and construct a single-family home.

**Now, therefore, the City of Coon Rapids does ordain:**

Section 1. The conveyance of the following property to Jamie Dahlen is hereby authorized: Lot 8 and Northwesterly Half of Lot 9, Block 1, Oakdale, Anoka County, Minnesota.

Section 2. The Mayor and City Manager are hereby authorized to execute a Purchase and Redevelopment Agreement, deed, and all other necessary documents to effectuate the conveyance.

Section 3. The proceeds of the sale, \$65,000, are directed to be paid into the City's development fund.

Adopted this the 18th day of August, 2015

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Jerry Koch, Mayor

Attest:

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Joan Lenzmeier, City Clerk

# **PURCHASE AND REDEVELOPMENT AGREEMENT**

2260 Coon Rapids Boulevard

22-31-24-23-0013

**1. Parties.** This Purchase and Redevelopment Agreement is made on August 18, 2015 between the CITY OF COON RAPIDS, a municipal corporation, having its office located at 11155 Robinson Drive, Coon Rapids, Minnesota 55433 (Seller), and JAMIE DAHLEN a single person (Buyer).

**2. Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property legally described as follows (the Property):

Lot 8 and Northwesterly Half of Lot 9, Block 1, Oakdale, Anoka County, Minnesota.

**3. Price and Terms.** The price for the Property is *Sixty-five Thousand Dollars (\$65,000)*, which Buyer shall pay as follows:

a. Earnest money in the total amount of \$1,950.00 by certified check payable to the Seller upon execution of this Agreement. All earnest money shall be applied towards the purchase price.

b. The balance of the purchase price by certified check on the date of closing

c. The Date of Closing shall be within thirty (30) days of the date of this agreement unless otherwise mutually agreed upon by the parties.

**4. Document to be delivered at closing.** On the closing date, Buyer shall deliver to Seller the balance of the purchase price and Seller shall deliver to Buyer:

a. A duly executed general warranty deed, conveying marketable title to the Property to Buyer, subject only to the performance of the Buyer as described in Section 12 and to:

- i. Building and zoning laws, ordinances, State and Federal regulations;
- ii. Utility and drainage easements which do not interfere with Buyer's intended use of the Property; and
- iii. Reservation of any minerals or mineral rights to the State of Minnesota.

b. A duly executed affidavit of Seller.

c. All documents necessary to establish marketable title to Buyer.

**5. Real Estate Taxes and Special Assessments.** On or before the Date of Closing, Seller will pay all delinquent real estate taxes, penalties, and interest, if any. Real estate taxes due and payable in the year of closing will be prorated between Buyer and Seller as of the Date of Closing. Seller shall pay on Date of Closing all special assessments levied against the Property



as of the date of this agreement. Seller represents that there are no special assessments pending as of the date of this agreement. If a special assessment becomes pending after the date of this agreement and before the Date of Closing, Buyer may, as Buyer's option:

- a. Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or
- b. Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or
- c. Declare this agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

**6. Marketability of Title.** Buyer shall have ten (10) days after the date of this Agreement to examine the title to the Property and to deliver written objections to title, if any, to Seller. Seller shall have thirty (30) days after receipt of written objections to cure title defects. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 30-day period. Seller shall permit no additional encumbrances to be made upon the Property between the date of this Agreement and the Date of Closing.

**7. Title Clearance and Remedies.** In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Date of Closing, then, at the option of the Buyer: this Purchase Agreement shall be null and void; neither party shall be liable for damages hereunder to the other; the Earnest Money, if any, shall be refunded to the Buyer; and Buyer and Seller agree to sign a cancellation of this Purchase Agreement.

- a. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
  - i. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
  - ii. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- b. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
  - i. Seek damages from Seller including costs and reasonable attorney's fees;
  - ii. Seek specific performance within six months after such right of action arises.

**8. Condition of Property.** Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property AS IS. Buyer has the right, at its own expense, to perform a geotechnical evaluation within 10 days of execution of this Agreement for the purpose of determining if the soil is suitable for construction of the dwelling noted in Section 12 below. If the geotechnical evaluation indicates that the soil corrections required to construct the dwelling would make construction cost-prohibitive, the Buyer may rescind this agreement by written notice to the Seller, in which case the agreement shall be null and void and all earnest money paid hereunder shall be refunded to the Buyer. Written notice of rescission must be served upon the Seller within 20 days of execution of this Agreement. Seller makes no warranties as to the condition of the Property, except that the Seller warrants that public water and public sewer services are available at the Property.

**9. Well Disclosure.**

☐ Seller certifies that Seller does not know of any wells on the property; OR

☒ Wells on the subject real property are disclosed by Seller on the Well Disclosure form attached to this agreement as Exhibit A.

**10. Individual Sewage Treatment System Disclosure.**

☒ Seller certifies that there is no individual sewage treatment system on or serving the property; OR

☐ Individual sewage treatment systems on or serving the property are disclosed by seller on the attached disclosure statement.

**11. Methamphetamine Disclosure.** To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

**12. Construction of Dwelling.** Buyer agrees that it will construct or pay for the construction of a new single family dwelling on the property. This covenant shall survive the delivery of the deed.

a. The single family dwelling constructed in accordance with this Section shall be referred to as the "Minimum Improvements".

b. The Minimum Improvements shall be those shown in the proposal which was submitted to and approved by the Seller on August 5, 2015 and which is attached to this Agreement as Exhibit B. The Minimum Improvements shall be built in accordance with the Site and Building Standards attached as Exhibit C.

c. Deadline for Construction. Construction of the dwelling on the property must be substantially completed by December 31, 2016. The dwelling shall be judged to have been "substantially completed" when the Minimum Improvements have been completed

and the final Certificate of Occupancy for the Minimum Improvements has been issued by the Building Official.

d. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion for such improvements. Such certification by the Seller shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the deed with respect to the obligations of the Buyer and its successors and assigns, to construct the Minimum Improvements and the dates for completion thereof.

The certificate provided for in this Section of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller for the Buyer to take or perform in order to obtain such certification.

The construction of the Minimum Improvements shall be deemed to be substantially completed when the Buyer has received a final certificate of occupancy from the responsible inspecting authority.

**13. Time is of the essence for all provisions of this contract.**

**14. Notices.** All notices required herein shall be in writing and delivered personally or mailed to the address shown in Section 1 above and, if mailed, are effective as of the date of mailing.

**15. Minnesota Law.** This contract shall be governed by the laws of the State of Minnesota.

**16. Nonassignable Agreement.** This Agreement may not be assigned. In the event of the death of the Buyer before the Date of Closing, this Purchase Agreement shall be null and void, and all Earnest Money shall be paid to the Buyer's estate.

**17. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer.** In the event that subsequent to conveyance of the Property or any part thereof to the Buyer and prior to receipt by the Buyer of the Certificate of Completion for of the Minimum Improvements, the Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from the Seller to the Buyer to do so,

then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this section of this Agreement.

**18. Resale of Reacquired Property; Disposition of Proceeds.** Upon the re-vesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 17, the Seller shall apply the purchase price paid by the Buyer under Section 3 of this Agreement as follows:

- (a) First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of re-vesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of

the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Buyer and its successor or transferee; and

(b) Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

**19. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: \_\_\_\_\_

SELLER:

CITY OF COON RAPIDS

By: \_\_\_\_\_

Jerry Koch, Mayor

By: \_\_\_\_\_

Matt Stemwedel, City Manager

Dated: \_\_\_\_\_

BUYER:

JAMIE DAHLEN

By: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David Brodie  
City Attorney

Exhibit A: Well Disclosure  
Exhibit B: House Plans  
Exhibit C: Site and Building Standards

## **Exhibit A - Well Disclosure**

## **Exhibit B - House Plans**



## **Exhibit C - Site and Building Standards**

## **Site and Building Standards:**

### **1. Interior Building Design**

- The home shall be single-family and owner-occupied.
- Minimum of three bedrooms and two full bathrooms, and a full basement, unless precluded by soil conditions.
- Value added amenities such as greatrooms, dens or porches are required.
- Energy efficient products and construction techniques are encouraged. The HRA will consider a reduced sale price for construction of a house meeting the requirements of the LEED-H rating system.

### **2. Exterior Building Design**

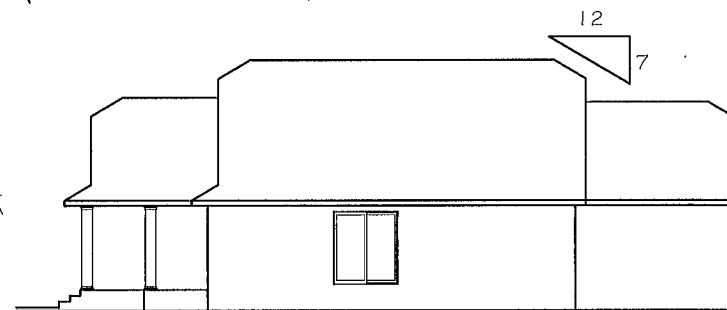
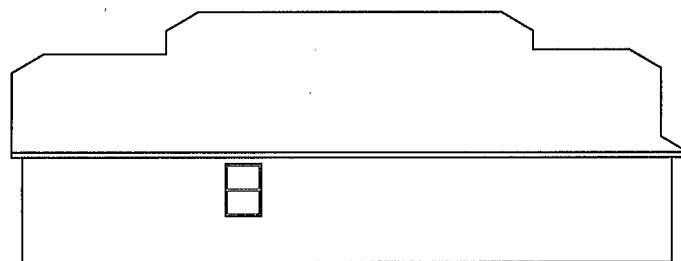
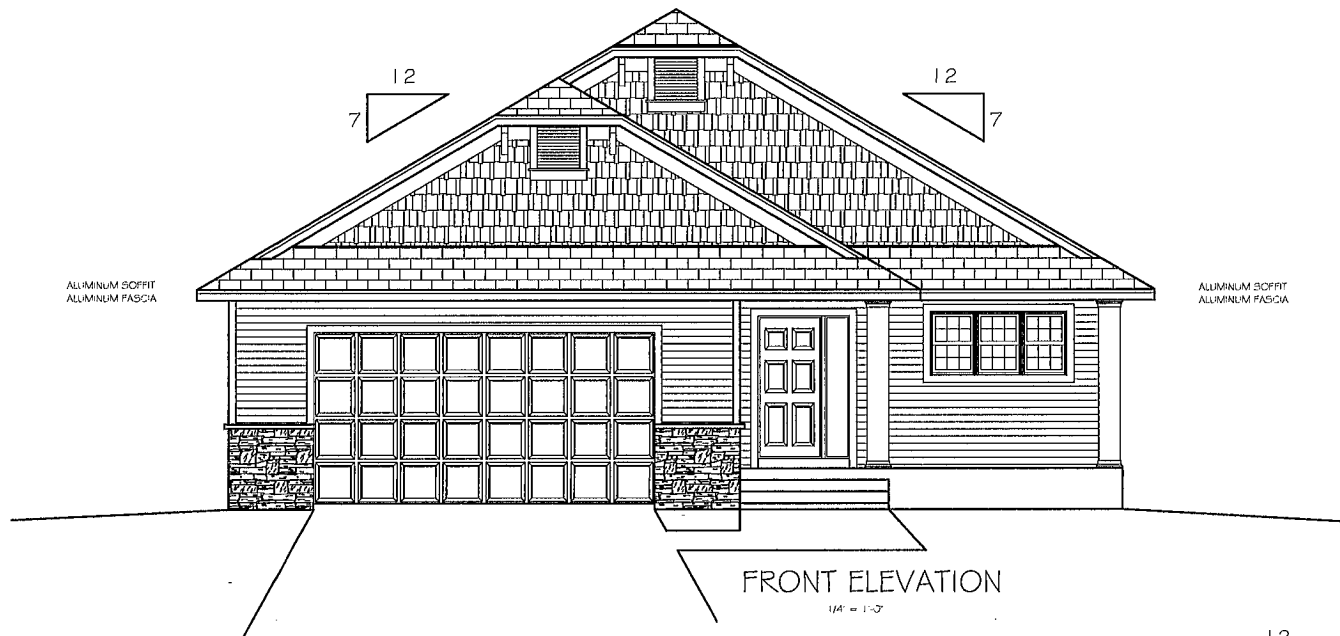
- The new structure shall be constructed in a manner, quality, and value equal to or better than the surrounding structures. Height and mass should be as compatible with the scale of the surrounding neighborhood as possible. Two story homes on a block of one story homes can be designed with compatible style and finishes. Architectural details such as roofline, gables, and window detailing shall be as compatible with existing buildings in the neighborhood as possible given the other objectives of this program.
- Windows shall be presented on all building elevations. The front elevation should contain a “feature window” (i.e. large picture window, shutters) to add interest.
- A variety of different exterior materials should be used, such as wood, brick, or stucco, to add contrast. Vinyl siding and similar low maintenance materials are acceptable only in combination with other natural materials.
- The building’s design should emphasize the front door as the focal point, possibly by including a front porch.

### **3. Garage Design**

- The appearance of the garage door should be minimized as much as possible (i.e. separate doors for each stall) and the garage should be located no closer to the street than the house’s front façade line. If a three-car garage is proposed, each stall should have a separate door.

### **4. Site and Grounds**

- The entire ground shall be landscaped to be aesthetically pleasing in all seasons. Land forms and plant materials shall be used to define the site and blend with the adjoining property. Landscaping should shade hardscapes and erosion controls should be installed.
- On lots that contain several mature trees, as many trees as possible should be preserved. Tree wrap reinforcement shall be used on trees directly adjacent to active grading and construction areas.
- If the existing curb cut is not used for a new driveway, it must be removed and replaced with curb.
- Air conditioning units should be located in the rear yard of the house and utility meters should be screened from public view.



NOTE:  
THESE PLANS ARE PREPARED AS A DRAFTING SERVICE ONLY.  
GENERAL CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ALL  
DIMENSIONS, GRADES, ELEVATIONS, NOTES, AND CONFORMITY TO  
LOCAL BUILDING CODES.  
VERIFY THESE PLANS FOR ANY POSSIBLE CHANGES OR CORRECTIONS  
PRIOR TO CONSTRUCTION.

NOTE:  
ALL BEAMS AND STRUCTURAL MEMBER SIZES  
TO BE DETERMINED AND VERIFIED BY  
SUPPLIER AND CONTRACTOR.  
LOCAL DIVISIONS TO BE APPROPRIATE AND  
TO BE DETERMINED ON JOB SITE.

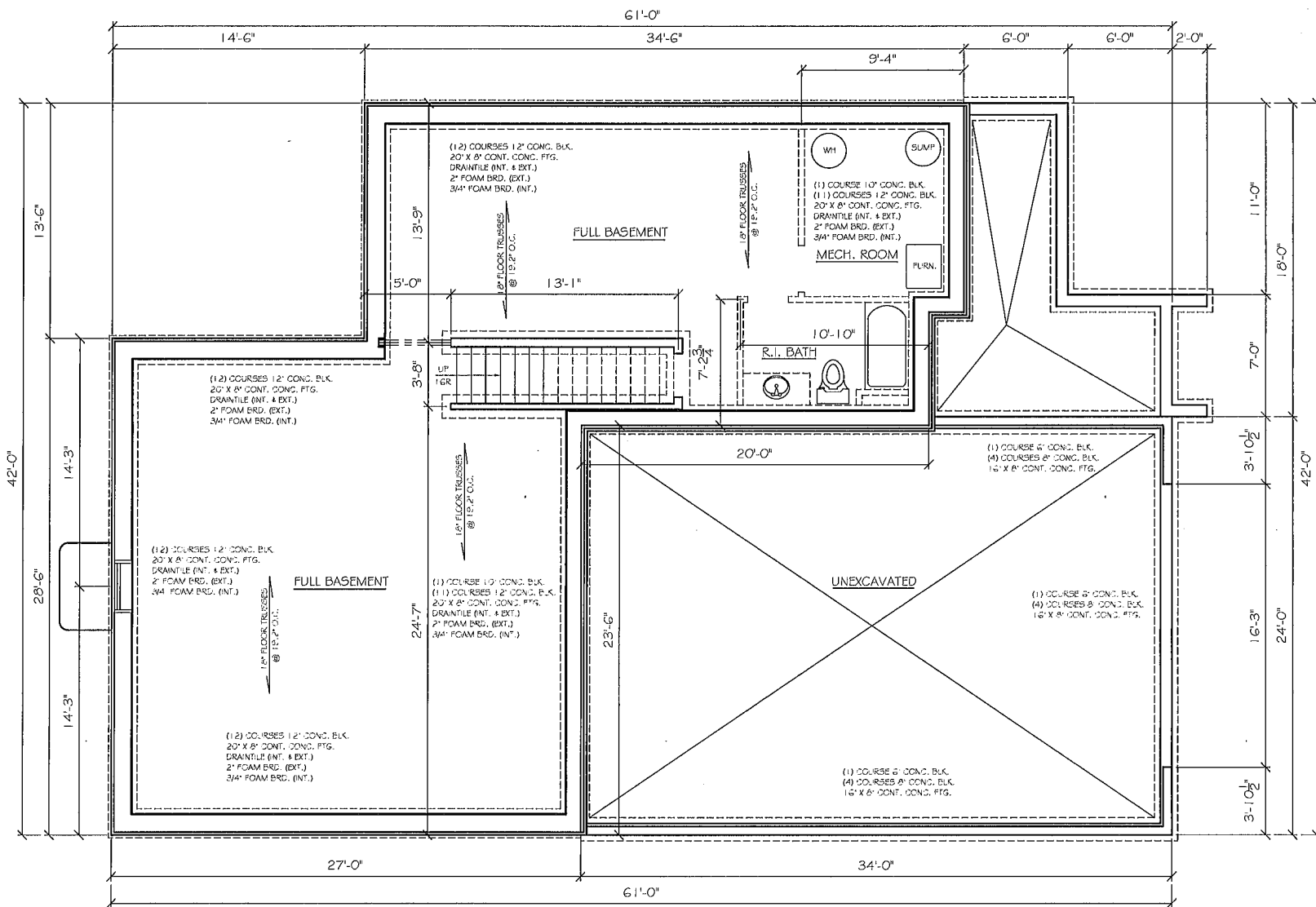
REVISIONS	BY

**KAM DESIGN SERVICE**  
1606 Minnesota Road NW, Coon Rapids, MN 55433  
PHONE: 763-280-8894  
COPYRIGHT 2014 GREG HUSTON DESIGN

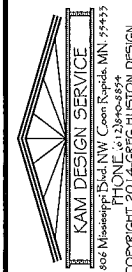
**BROOKSIDE  
CONSTRUCTION**

**DAHLEN PLANS**

ELEVATIONS
DRAWN BY: GREG HUSTON
CHECKED
DATE 8/13/15
SCALE AS NOTED
JOB NO. 163-2015
101



REVISIONS	BY



# BROOKSIDE CONSTRUCTION

## DAHLEN PLANS

### Foundation Plan

DRAWN BY:  
GREG HUSTON

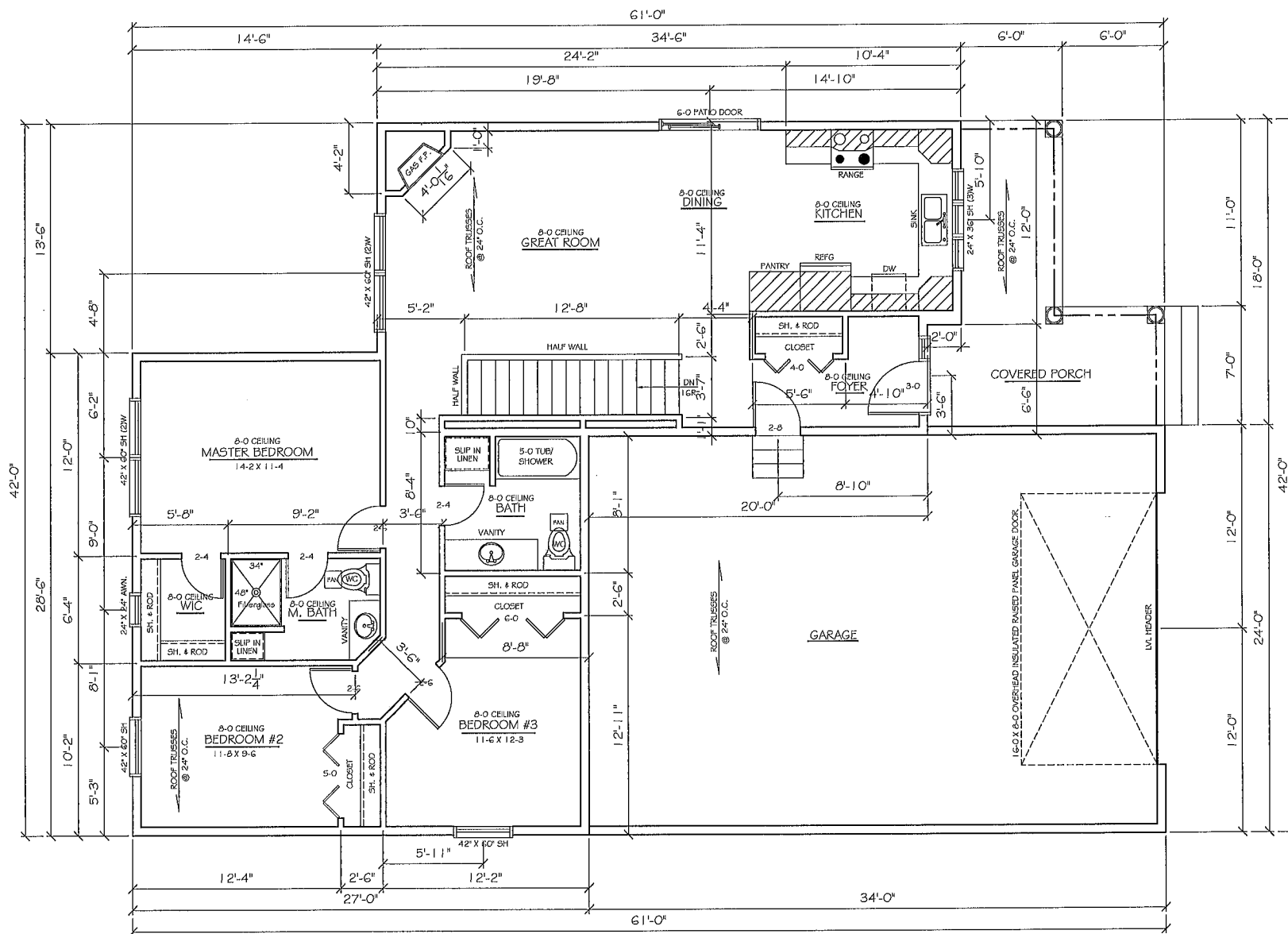
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DATE  
9/13/15

SCALE  
1/4" = 1'-0"

JOB NO.  
163-2015

102

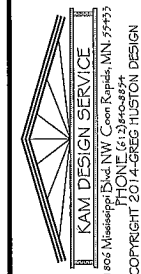


**A**  
103  
**MAIN FLOOR PLAN**  
SCALE 1/4" = 1'-0"  
1,332 SQ. FT.

NOTE:  
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PRIOR TO CONSTRUCTION.

NOTE:  
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TO BE DETERMINED AND VERIFIED BY  
STRUCTURAL AND CONTRACTOR.  
ROOM DIMENSIONS TO BE APPROXIMATE AND  
TO BE DETERMINED ON JOB SITE.

REVISIONS	BY



**BROOKSIDE  
CONSTRUCTION**

**DAHLEN PLANS**

Main Floor Plan

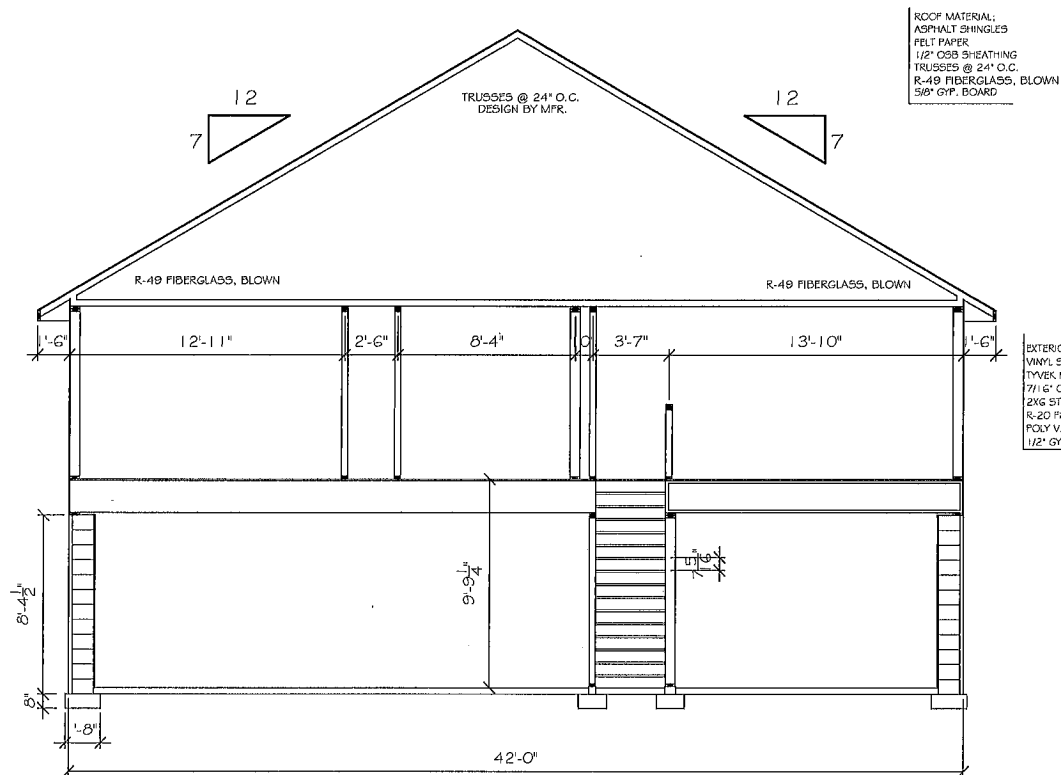
DRAWN BY:  
GREG HUSTON  
CHECKED

DATE  
8/13/15

SCALE  
1/4" = 1'-0"

JOB NO.  
163-2015

103



ROOF MATERIAL;  
ASPHALT SHINGLES  
FELT PAPER  
1/2" OSB SHEATHING  
TRUSSES @ 24" O.C.  
R-49 FIBERGLASS, BLOWN  
5/8" GYP. BOARD

EXTERIOR WALL MATERIALS;  
VINYL SIDING  
TYVEK HOUSE WRAP  
7/16" OSB SHEATHING  
2X6 STUDS @ 16" O.C.  
R-20 FIBERGLASS, BATT  
POLY VAPOR BARRIER  
1/2" GYPSUM BOARD

**A**  
**104** **BUILDING SECTION**  
SCALE 1/4" = 1'-0"

### ENERGY CODE NOTE:

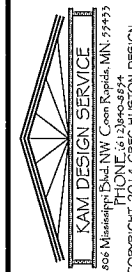
CONTRACTOR AND SUB-CONTRACTOR ARE RESPONSIBLE FOR COMPLIANCE OF THE CURRENT CODE AS REQUIRED.

1. INTERIOR VAPOR RETARDER ON INSULATED CEILINGS, WALLS AND FLOORS.
2. CONTINUOUS AIR BARRIER AT ALL PLUMBING AND HEATING PENETRATIONS.
3. FIRE STOPS MUST BE INSTALLED TO BLOCK AIR MOVEMENT INTO ATTIC.
4. PENETRATIONS IN THE BUILDING ENVELOPE FOR ELECTRICAL AND TELECOMMUNICATIONS (EXCEPT FOR ELECTRICAL BOXES AND FAN HOUSINGS) MUST BE SEALED TO PREVENT AIR LEAKAGE.
5. WIND WASH BARRIER REQUIRED AT THE EXTERIOR EDGE OF ATTIC INSULATION.
6. WIND WASH BARRIER REQUIRED AT OVERHANG SUCH AS CANTILEVERED FLOORS AND BAY WINDOWS.
7. WINDOW AND DOOR FRAMES MUST BE SEALED.
8. ALL EXTERIOR JOINTS THAT MAY BE A SOURCE OF AIR INTRUSION MUST BE SEALED.
9. RIM JOISTS MUST BE SEALED TO PREVENT AIR LEAKAGE.
10. TOPS OF INTERIOR PARTITION WALLS MUST BE SEALED TO PREVENT AIR LEAKAGE.
11. ELECTRICAL BOXES AND FANS MUST BE SEALED TO PREVENT AIR LEAKAGE.
12. BETWEEN WALL ASSEMBLIES, RIM JOISTS, AND FOUNDATIONS MUST BE SEALED TO PREVENT AIR LEAKAGE.
13. A MECHANICAL VENTILATION SYSTEM WHICH REPLACES, BY DIRECT OR INDIRECT MEANS, AIR FROM HABITABLE ROOMS WITH OUTDOOR AIR (THIS WOULD ALLOW EXHAUST ONLY, AIR EXCHANGER OR HEAT RECOVERY VENTILATOR-HRV)
14. DIRECT VENT, POWER VENT, OR SEALED COMBUSTION FURNACE, WATER HEATER, OR GAS FIREPLACE.
15. IF ANY SINGLE EXHAUST DEVICE (E.G. KITCHEN FAN OR DRYER) OVER 300 CFM IS INSTALLED, A SEALED COMBUSTION FURNACE MUST BE USED OR AN ALTERNATIVE MAKE UP AIR SOURCE MUST BE USED.

NOTE:  
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DIMENSIONS, GRADES, ELEVATIONS, NOTES, AND CONFORMANCE WITH  
LOCAL BUILDING CODES.  
VERIFY THESE PLANS FOR ANY POSSIBLE CHANGES OR CORRECTIONS  
BEFORE TO CONSTRUCTION.

NOTE:  
ALL BEAMS AND STRUCTURAL MEMBERS SIZE  
TO BE DETERMINED AND VERIFIED BY  
SUPERVISOR AND CONTRACTOR.  
ROOM DIVISIONS TO BE APPROXIMATE AND  
TO BE DETERMINED ON SITE.

REVISIONS	BY



**BROOKSIDE  
CONSTRUCTION**

**DAHLEN PLANS**

Details

DRAWN BY:  
GREG HUSTON

CHECKED

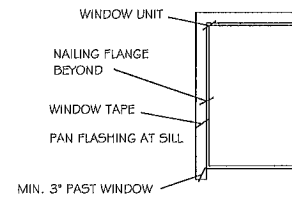
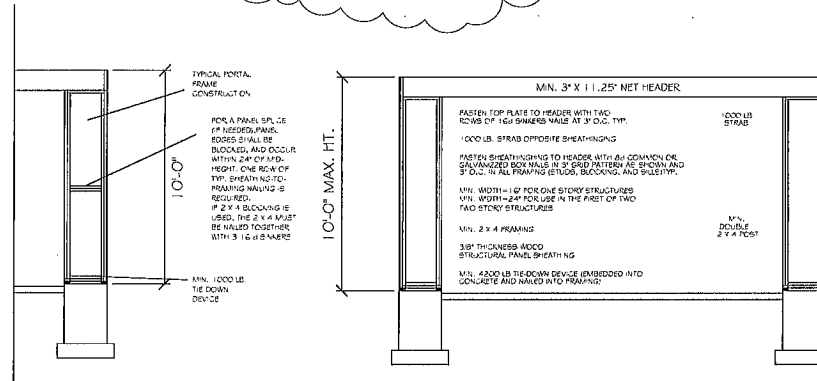
DATE  
8/13/15

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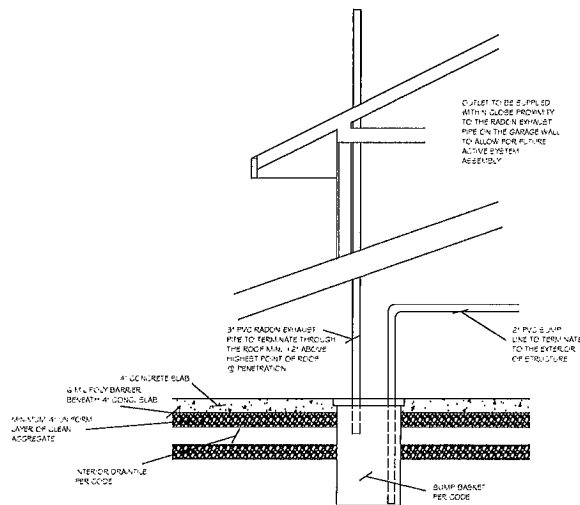
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104

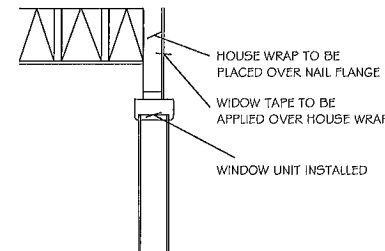
NOTE:  
ALL OVERHEAD DOORS TO HAVE  
A 90 MPH WIND RATING PER CODE.



WINDOW TAPE DETAIL



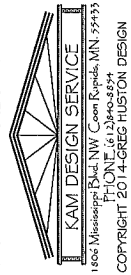
RADON DETAIL



NOTE:  
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NOTE:  
ALL BEAMS AND STRUCTURAL MEMBER SIZES TO BE DETERMINED AND VERIFIED BY SUPPLIERS AND CONTRACTOR. RECORD DRAWINGS TO BE APPROVED AND TO BE DETERMINED BY JOB SITE.

REVISIONS	BY



BROOKSIDE  
CONSTRUCTION

DAHLEN PLANS

Details

DRAWN BY:

GREG HUSTON

CHECKED

DATE

8/13/15

SCALE

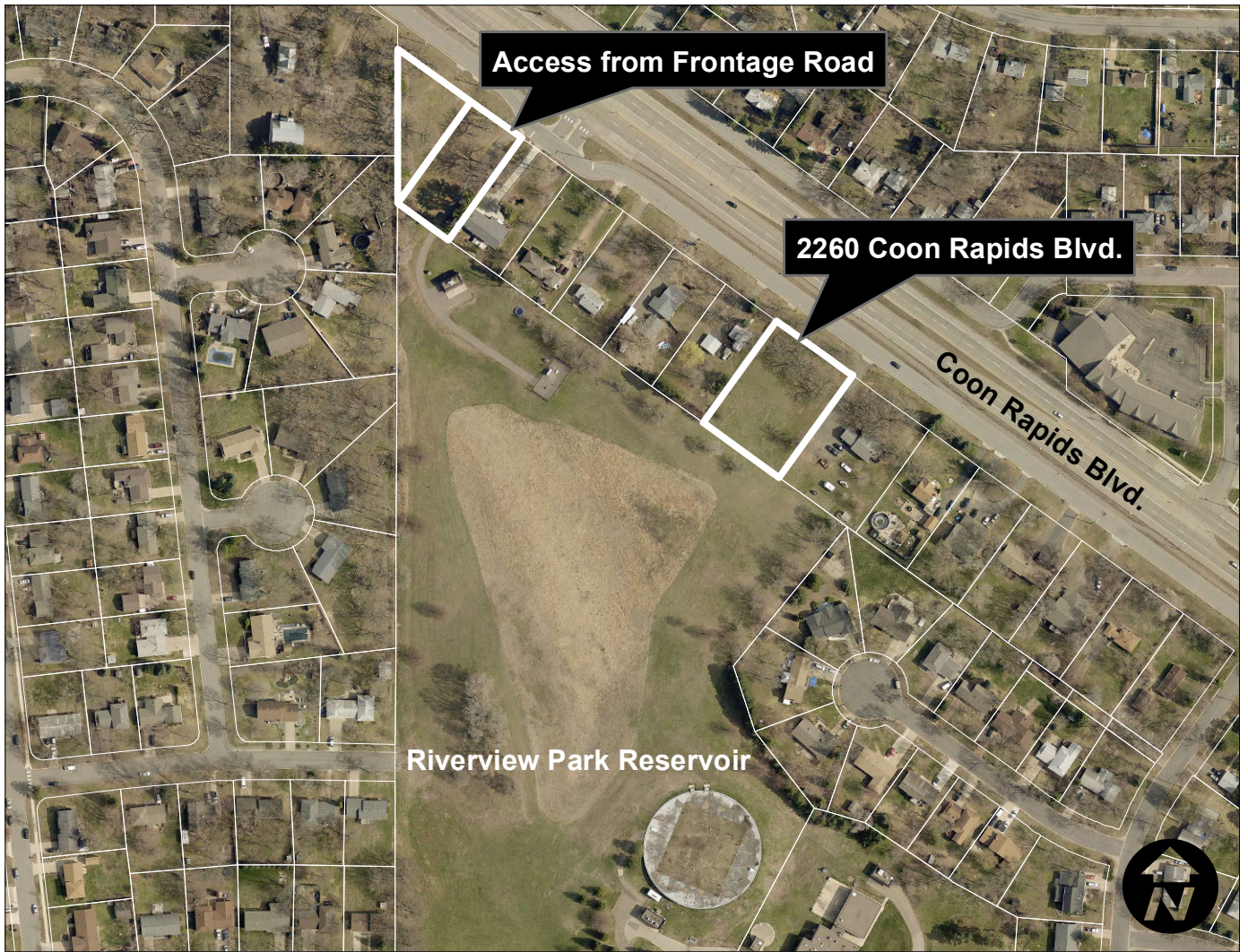
1/4" = 1'-0"

JOB NO.

163-2015

105









**City Council Regular**

**10.**

**Meeting Date:** 09/01/2015

**Subject:** PC 15-29: Consider Introduction of Ordinance Amending Section 11-1204 Fences and Walls

**From:** Scott Harlicker, Planner

---

**INTRODUCTION**

Staff is requesting the introduction of an ordinance amendment to Section 11-1204 "Fences and Walls" to change the maximum height of a fence allowed from six feet to seven feet. The change is being requested so that the fence regulations are consistent with recent changes to the Building Code.

**DISCUSSION**

Staff is proposing changes to the regulations governing fence height so that they will be consistent with recent changes to the Building Code. Historically, the City has tried to maintain consistency between the Building Code and Title 11 when possible, including fence regulations.

This spring the City adopted revisions to the State Building Code. Among the changes was a change in the maximum fence height allowed without requiring a permit. The maximum height allowed was increased from six feet to seven feet. The increase allowed for changes in topography and the height of the fence posts. In some cases the bottom of the fence might be several inches above the ground, so even though the actual pickets were six feet, the top of the fence might be slightly more. Also, some inspectors would measure the height of the fence to the top of the posts, not the pickets. This would also result in a determination that the fence exceeds six feet high.

Six foot high fences are allowed in rear yard, side yard and street side yards. They are not allowed within the front yard setback. Within the front yard setback the maximum height is 4 feet. The four foot height requirements will not be changed.

*Planning Commission Meeting*

At the Planning Commission meeting held on August 20th, no one spoke at the public hearing. The Commission recommended approval of the proposed ordinance.

**RECOMMENDATION**

In Planning Case 15-29, the Planning Commission recommends the City Council introduce the proposed ordinance changing the maximum height for fences from six feet to seven feet.

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**Attachments**

**Proposed Ordinance**

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## **ORDINANCE NO.**

### **AN ORDINANCE CHANGING THE MAXIMUM HEIGHT ALLOWED FOR A FENCE FROM SIX FEET TO SEVEN FEET**

#### **The City of Coon Rapids does ordain:**

Section 1. Revised City Code – 1982 Section 11-1204.1(4) is hereby amended as follows:

(Deletions in brackets, additions double underlined)

#### 11-1204.1 Construction and Maintenance.

(1) Fences must be constructed in accordance with applicable building code and City Code provisions, in a professional and workmanlike manner, and of materials suitable and intended for the purpose for which they are used.

(2) Fences must be maintained in accordance with applicable building code provisions and Chapter 12, Building and Fire Codes, of the Coon Rapids Revised- 1982 City Code. Every fence must be maintained in a condition of good repair and must not be allowed to become a danger or fall into a state of disrepair. Any fence that becomes a danger or falls into a state of disrepair is hereby declared a nuisance. Any side of a fence facing a neighboring property or street must be finished. For this clause, a “finished” side means a side on which framing, supports, or posts are not visible.

(3) Electric, barbed, razor, wire, and chain link less than 11 gauge fences are prohibited.

(4) Maximum height without building permit: [six] seven.

(5) Fences must be constructed of the same material for a minimum run length of 30 feet. No fence less than six feet in height may have boards, planks, or panels larger than 12 inches in width.

(6) No temporary fence may be permitted on any property for a period in excess of 30 days unless otherwise approved in writing by the City for good cause. Snow fences are allowed between November 1<sup>st</sup> and April 15<sup>th</sup>. A temporary fence is any fence that is not permanently secured or anchored to the ground by posts which are suitable to the fencing material used. Prohibited materials are not acceptable as a temporary fence.

Section 2 Revised City Code- 1982 Sections, 11-1204.4(2), 11-1204.4(3) and 11-1204.4(4) are hereby amended as follows:

(Deletions in brackets, additions double underlined)

11-1204.4 Height Maximums.

- (1) Front Yard Setback: Four feet, except as provided in subsection 11-1204.4(6).
- (2) Street Side Yard, Single Family or Two-Family Residential Uses: Four feet; provided, if the front of the house faces the front yard, [six] seven feet between the rear lot line and the front of the house.
- (3) Interior Side Yard: [six] seven.
- (4) Rear Yard: [six] seven.
- (5) Side and Rear Yards where a Residential District abuts a Commercial, Industrial, or Office District: Eight feet.
- (6) Front or Street Side Yard, Commercial, Industrial or Office Districts: Four feet, except in an approved site plan.

Introduced this 1st day of September, 2015.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2015.

---

Jerry Koch, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk



## City Council Regular

11.

**Meeting Date:** 09/01/2015

**Subject:** Consider Fair Housing Implementation Council - Authorization of Cooperative Funding Agreement 2015-2019

**Submitted For:** Cheryl Bennett, Housing and Zoning Coordinator

**From:** Cheryl Bennett, Housing and Zoning Coordinator

---

### **INTRODUCTION**

The City of Coon Rapids is a participating member of the Fair Housing Implementation Council. The City Council is asked to authorize execution of a Cooperative Funding Agreement for the Fair Housing Implementation Council for its program years 2015 through 2019.

### **DISCUSSION**

The Fair Housing Implementation Council (FHIC) was formed in 2002 by metropolitan area administrators of federal housing funding programs, including the Community Development Block Grant (CDBG) and HOME Investment Partnership programs, to affirmatively further fair housing practices and opportunities throughout the metropolitan region. Compliance with federal fair housing laws is required of all projects and programs receiving federal funding. The City is a metropolitan city entitlement jurisdiction of the CDBG program and receives funding through a Joint Cooperation Agreement with Anoka County, an urban county entitlement jurisdiction. Projects located within Coon Rapids are eligible for HOME funding through the City's membership in the Dakota County HOME Consortium, a joint powers consortium agreement with Anoka, Dakota, Ramsey and Washington counties and the City of Woodbury.

The FHIC initiates projects that are designed to stop housing discrimination and promote housing integration. These activities are responsive to the Regional Analysis of Impediments to Fair Housing (AI) and Action Guide. The AI is required by the Fair Housing Act, Title VIII of the Civil Rights Act of 1968. The Regional AI, last approved by the FHIC members in 2009, is currently being updated. The AI and Action Guide are intended to further fair housing efforts and are components of the consolidated planning requirements of federal program. In addition to development of a Regional AI, activities of the FHIC include developing tenant screening best practices, performing fair housing testing and enforcement, and providing advocacy, information and outreach. Members of the FHIC are asked to contribute to the planning and activity costs of the council. By way of the Joint Cooperation Agreement with Anoka County for the CDBG program, the City sets aside 15 percent of its annual CDBG award for administration and planning activities by Anoka County. Anoka County provides funding for the FHIC activities through its program and this set aside. The City may provide additional funding directly to the FHIC at its discretion; the last direct contribution from the City occurred in 2010 using reprogrammed CDBG funds.

The attached Cooperative Funding Agreement anticipates no direct contribution from the City of Coon Rapids at this time. While there is no monetary contribution presently being considered, entering into the

agreement facilitates the activities of the FHIC and any future contribution by the City during the FHIC's 2015 – 2019 program years (July 1, 2015 through June 30, 2020).

### **RECOMMENDATION**

The City Council is requested to authorize the Mayor and City Manager to execute the Cooperative Funding Agreement, together with any necessary documents, with participating jurisdictions of the Fair Housing Implementation Council, to facilitate and implement certain activities identified in the Regional Analysis of Impediments to Fair Housing and related Fair Housing Action Guide.

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### **Attachments**

FHIC Cooperative Funding Agreement

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**COOPERATIVE FUNDING AGREEMENT  
FAIR HOUSING IMPLEMENTATION COUNCIL  
July 1, 2015 – June 30, 2020**

**THIS COOPERATIVE FUNDING AGREEMENT (“Agreement”)** is between Anoka County HRA, Carver County CDA, Dakota County, Hennepin County, Ramsey County, Scott County CDA, Washington County, the City of Coon Rapids, the City of Minneapolis, the City of St. Paul, the City of Woodbury, and the Metropolitan Council (collectively referred to as the “Jurisdictions”), with Ramsey County serving as contract manager and fiscal agent. The period of the Agreement is from July 1, 2015 through June 30, 2020 and is intended to run concurrently with the period covered by each Jurisdiction’s Consolidated Plan.

**WHEREAS**, each constituent member of the Jurisdictions is a grantee of certain federal funding from the U.S. Department of Housing and Urban Development (“HUD”), or is acting on behalf of one or more federal grantees that is required to submit a Consolidated Plan to HUD and/or a certification that it will affirmatively further fair housing by assuming the responsibility of fair housing planning; and

**WHEREAS**, the Jurisdictions formed the Fair Housing Implementation Council (“FHIC”) to facilitate and initiate implementation of affirmative activities having metro-wide significance identified in regional Analyses of Impediments to fair housing choice (“AI”) and the related Fair Housing Action Guide; and

**WHEREAS**, Ramsey County has agreed to serve as contract manager and fiscal agent for work to be contracted with funds provided through this Agreement to implement actions approved by the FHIC to address impediments to fair housing in the seven-county metropolitan area; and

**WHEREAS**, the FHIC has and will continue to fund actions to implement recommendations to mitigate impediments to fair housing identified in AIs; and

**WHEREAS**, each Jurisdiction is willing to contribute funds in amounts estimated annually in conjunction with each Jurisdiction’s Annual Action Plan and described below in “Jurisdiction Contributions and Payment Method” to implement regional fair housing actions.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Jurisdictions agree as follows:

**Jurisdiction Contributions and Payment Method**

Each Jurisdiction agrees to provide an agreed upon annual fiscal year contribution as determined by the individual Jurisdiction. Contributions for 2015 will be used for contracted services from July 1, 2015 through June 30, 2016. Contributions for 2016 will be used for contracted services from July 1, 2016 through June 30, 2017, following the same procedure in subsequent years.

Ramsey County will invoice Jurisdictions for contracted services and payment of eligible costs limited to the amount needed to pay such costs. Jurisdictions will remit funds to Ramsey County within 60 days of receipt of the invoice. Funds will be placed in escrow and upon FHIC approval of contracts, paid by Ramsey County to the contractor(s).

### **Fair Housing Implementation Council Responsibilities**

In addition to Ramsey County acting as the fiscal agent, each Jurisdiction shall designate a staff person to serve on the FHIC, which will oversee the implementation of the project(s) awarded funds pursuant to this Agreement including: developing and writing the Requests for Proposals (“RFPs”) to address impediments to fair housing; evaluate RFP responses; select contractors and notify applicants who are not selected; negotiate contract provisions with the contractors; monitor and review contractor performance; and recommend to the fiscal agent that payment be made to contractors upon satisfactory completion of work.

### **Ramsey County Responsibilities as Contract Manager and Fiscal Agent**

In consultation with the FHIC, Ramsey County will issue one or more Requests for Proposals, as required, for work to be described in a “Scope of Work” document, which will be developed by the FHIC. Ramsey County is responsible for: publishing RFPs as appropriate; entering into contracts to address impediments to fair housing on behalf of the Jurisdictions; making payments to contractors on behalf of the Jurisdictions upon receipt from the FHIC of its recommendations that contractors be paid for satisfactory performance; and ensuring that contracts comply with, and all payments are made according to, applicable federal and state laws, regulations, and circulars. The Ramsey County staff person designated to serve on the FHIC will serve as liaison between the contractor(s) and the Jurisdictions.

### **Report Ownership and Use**

Each participating Jurisdiction shall jointly own any reports, materials or products prepared as a result of the award of funds.

### **Indemnification**

Each Jurisdiction agrees to hold harmless and indemnify Ramsey County, its officials, agents, and employees, from any liability, loss, or damages it may suffer or incur as the result of demands, claims, judgments, or cost arising from Ramsey County’s performance of its obligations under this Agreement, except for any liability, loss, or damages arising from Ramsey County’s willful misconduct. This provision shall not be construed nor operate as a waiver by any Jurisdiction of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

### **Agreement Execution, Term, Termination and Amendment**

This Agreement may be signed in counterpart and is effective on the date when all parties have signed this Agreement. This Agreement shall terminate on June 30, 2020 or on the date upon which final payments have been made to contractors for eligible work, as determined by the



FHIC, whichever is later. This Agreement may be amended by written agreement of the parties' authorized representatives.

Jurisdictions retain the right to opt-out of this Agreement, at any time beyond the current fiscal year, upon written notice to all parties, in the event federal program changes and/or the availability of funds affects feasibility of the program as determined by the Jurisdiction in its sole discretion.

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Ramsey County**

(serving as contract manager and fiscal agent)

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Anoka County HRA**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Carver County CDA**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Dakota County**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Hennepin County**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Scott County CDA**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Washington County**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Coon Rapids**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Minneapolis**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of St. Paul**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Woodbury**

By: \_\_\_\_\_  
Signature

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Metropolitan Council**

By: \_\_\_\_\_  
Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **City Council Regular**

**12.**

**Meeting Date:** 09/01/2015

**Subject:** Consider Community Development Block Grant Program – Authorize 2015 Housing Rehabilitation Service Contract

**Submitted For:** Cheryl Bennett, Housing and Zoning Coordinator

**From:** Cheryl Bennett, Housing and Zoning Coordinator

---

### **INTRODUCTION**

The City has been awarded Community Development Block Grant (CDBG) project funds from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$198,245 for program year 2015 to provide housing rehabilitation services for homeowners earning not more than 80 percent of area median income, currently \$65,800 for a family of four. In addition, \$23,573 in program income from the City's CDBG Housing Rehabilitation program has been realized and must be spent. The City Council is asked to authorize the preparation and execution of a service contract with the Greater Metropolitan Housing Corporation (GMHC) to provide these services for program year 2015 (July 1, 2015, to December 31, 2016).

### **DISCUSSION**

The City Council directed the 2015 CDBG entitlement allocation to the City's CDBG Housing Rehabilitation Program in December 2014 when Council approved the 2015 CDBG program application. The City's Housing Rehabilitation Program has provided qualifying homeowners with housing rehabilitation loans since 2001 and, beginning in 2011, loans for energy efficiency improvements. The Housing Rehabilitation Program provides zero-interest, deferred loans of up to \$24,999 for housing rehab and maintenance work plus additional funds of up to \$5,000 in grant assistance to address lead-based paint hazards. Up to fifty percent of the rehab loan is forgiven after five years. Loans for energy efficiency improvements provide up to \$10,000 in a zero-interest, deferred loan completely forgiven after ten years. Property owners may not access both program loan funds, however, a housing rehabilitation loan can address both property maintenance and energy efficiency needs. Loan terms require any outstanding balance be paid when a property is sold or is no longer maintained as the principal residence of the borrower. Loan repayments are recognized as program income and are placed back into the loan program unless reprogrammed for another use. The number of housing units assisted by 2015 CDBG program funds will depend upon the size of individual projects, however, staff estimates that between ten and fourteen households will benefit. Demand for the program continues to be strong.

Following a competitive proposal process, the City Council first awarded the housing rehabilitation program service contract to GMHC in 2003 and Council has authorized service contracts to GMHC in each succeeding year. With the exception of 2009, when housing market conditions restrained program use (and funds were reprogrammed for other uses), GMHC has fulfilled each contract. The administrative services provided by this contract include program marketing, intake and application, income and asset verification, site inspection, scope of work preparation, bidding, bid award, contract execution, construction oversight and document filing. GMHC has consistently provided quality service. Through

July 31, 2015, GMHC has closed 162 loans for projects totaling over 3.29 million dollars, including nearly \$75,000 in grants for lead-based paint abatement projects. Six projects are currently in process and GMHC is expected to complete the 2014 Service Contract in advance of the required completion date of December 31, 2015. Staff recommends the Council approve the 2015 Service Contract with an administrative service fee of 15 percent. This fee has not increased since the 2010 program year.

The Anoka County CDBG program, and the City of Coon Rapids by way of its Joint Cooperation Agreement with Anoka County, must undertake a consolidated planning process required of the federal program that is designed to assist entitlement communities in assessing their affordable housing and community development needs. The current Consolidated Plan, covering program years 2015 through 2019, establishes priorities for funding activities. Every CDBG funded activity must be an eligible activity under the federal program regulations and, except for program administration, planning and capacity building uses, must meet one of three national objectives: benefit low- and moderate-income persons, prevent or eliminate slum or blight, or meet community development needs having a particular urgency and posing serious and immediate threat to the community. Only activities identified as high priorities in the Consolidated Plan are eligible for funding. The Coon Rapids Housing Rehabilitation Program meets these program requirements.

### **RECOMMENDATION**

Staff recommends the City Council authorize the Mayor and City Manager to execute a Service Contract, together with any other necessary documents, with the Greater Metropolitan Housing Corporation to administer the 2015 CDBG Housing Rehabilitation Program.

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## **City Council Regular**

**13.**

**Meeting Date:** 09/01/2015

**Subject:** Consider Approval of Master Contracting Agreements for Citywide Emergency Repairs

**Submitted For:** Tim Himmer, Public Works Director

**From:** Sarah Greene, Administrative Assistant II

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### **INTRODUCTION**

From time to time, the City retains contractors to assist with various citywide repair projects including such items as watermain breaks, sanitary sewer repairs, drainage enhancements, etc. Typically, the City contracts with up to three firms with expertise in specific areas that cannot be provided by City forces. Due to the emergency nature of the repairs, and as opposed to relying on a time and material proposal for each specific project, the Master Contracting Agreement outlines a process that will be undertaken for such repairs and provides annual pricing rates. The City Council approved the use of, and boiler plate agreement, at the April 7, 2015 City Council meeting.

### **DISCUSSION**

For several years the City has retained contractors to provide specialized emergency repairs. A Master Contracting Agreement has been prepared to formalize the City's relationship with the various contractors, provide consistency in the approach to resolve needed repairs, speed up the process to ensure items are addressed in a timely manner, and allow staff to better manage the services provided by the various contractors the City retains.

Staff asks City Council to consider the attached Master Contracting Agreements with Hydrocon, Inc., and Interstate Removal Co.

### **RECOMMENDATION**

Staff recommends that the City Council approve the Master Contracting Agreements, and authorize City officials to execute them, with Hydrocon, Inc. and Interstate Removal, Co. for professional contracting services beginning August 2015 and beyond.

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### **Attachments**

Hydrocon Master Agreement

Interstate Master Agreement

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## **CITY OF COON RAPIDS**

### **MASTER CONTRACTING AGREEMENT**

This Agreement (“Agreement”) is entered into this 18th day of August, 2015, by and between the City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433 (the “City”) and Hydrocon, Inc., P.O. Box 129, North Branch, MN 55056 (the “Contractor”).

**WHEREAS**, Contractor has experience in construction activities and is a licensed qualified professional construction/contracting firm; and

**WHEREAS**, the City desires to engage the Contractor from time to time to assist in providing construction/contracting services for projects designated by the City and as described through a separate letter of engagement attached hereto as Exhibit A (the “Letter of Engagement”); and

**WHEREAS**, Contractor desires to accept such engagement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and Contractor hereby agree as follows:

#### **ARTICLE 1. TERM OF CONTRACT**

Section 1.01. **TERM**. This Agreement will become effective on August 18th, 2015 and will continue in effect, unless terminated in accordance with the provisions of Article 7 of this Agreement.

#### **ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

Section 2.01. **INDEPENDENT CONTRACTOR STATUS**. The City and Contractor expressly agree that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee of the City for state or federal tax purposes.

#### **ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

Section 3.01. **CONTRACTOR’S SERVICES**. The City hereby retains Contractor, on a non-exclusive basis, for the purpose of advising and contracting with the City on matters related to, but not necessarily limited to some or all of the following services:

- Emergency watermain breaks
- Emergency sanitary sewer repairs
- Curb stop, gate valve, and hydrant repairs

- Drainage enhancements and flood protection projects
- Conduit installation
- Directional boring
- Equipment rentals (including laborers)
- Drilling services
- Miscellaneous specialty/technical services identified by the City

(the “Services”).

The precise scope of services, schedule, and compensation on any given project shall be as detailed in the Letter of Engagement issued by the City. The Letter of Engagement may incorporate some or all of the Services, as well as other additional services that may not be identified within this Agreement.

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor’s profession currently practicing under similar conditions. No warranty, express or implied, is made.

Section 3.02. **METHOD OF PERFORMING SERVICE(S)**. Contractor shall recommend to the City, for its approval, the method, details, and means of performing the selected Service(s). Said scope of services shall be included in the specific Letter of Engagement for a particular project. In general, it is understood that the City will supply all materials necessary to perform the work and Contractor will provide the equipment and labor.

Section 3.03. **PLACE OF WORK**. Contractor shall base the performance of the selected Services at its own business location or such other location as Contractor may determine. The City is not required to provide office, technical or clerical support services to Contractor; but the City at its discretion may chose to do so for specific tasks and/or projects. Work under this Agreement will occur at various locations within the city of Coon Rapids; generally located within the public right-of-way and/or easement(s) secured by the City.

Section 3.04. **TIME OF PERFORMANCE**. Contractor shall submit for the City’s approval a schedule for the performance of the selected Service(s) which schedule may be adjusted by mutual consent as the Service(s) proceed. This schedule shall include allowances for periods of time required for the City’s review. Time limits established by this schedule, and approved by the City, shall not be exceeded by Contractor or the City, except for reasonable delays that are outside the control of either entity. Items that may delay the agreed upon schedule must be communicated to the other party as soon as they become known. Said schedule shall be included in the specific Letter of Engagement for a particular project.

## **ARTICLE 4. COMPENSATION**

Section 4.01. **AMOUNT OF COMPENSATION**. The City shall pay the Contractor for the Service(s) furnished, and the Contractor shall accept as full payment, the sum described in the Letter of Engagement for a particular project. This sum shall include all Service(s) rendered by the Contractor under this Agreement (including all travel, living and overhead expenses incurred by the Contractor in connection

with performing the Service(s) herein), except for additional services authorized in writing by the City. A schedule of hourly fees shall be provided to the City by the Contractor on an annual basis.

Compensation for Service(s) will be provided on an "Hourly – Time and Equipment" basis, unless specifically stipulated otherwise. Contractor's level of Service(s) and actual charges may depend in part on such unknown factors as soil conditions, proper notification of affected authorities, Gopher State locates, weather conditions, and unforeseen site conditions that may be revealed during construction. The Contractor shall promptly notify the City if Contractor feels that project conditions have changed or anticipates that the sum may be exceeded, in order to determine whether or not the City is prepared to increase the compensation. Any agreed upon changes shall be in writing between the City and Contractor.

Compensation for a particular project will be determined by applying agreed upon annual rates and charges, and the level of care necessary to complete each particular project.

Section 4.02. **PAYMENT OF COMPENSATION.** Contemporaneously with the submission of any invoice to the City, the Contractor shall provide an itemized statement detailing the number of hours spent by Contractor's staff and/or equipment, or their agent, as well as the hourly rate charged by the individual and/or equipment performing the work. The Contractor's billings shall also include the project location, City project name and number, description of the work performed, contract amount and amount invoiced to date, and contract percent complete and percent remaining. Invoices shall include subtotals for each phase of the project, if required. Each invoice submitted by the Contractor shall include only one project. The Contractor will bill the City monthly. The City will pay the Contractor within 30 days after receipt of the invoice. Prior to the processing of any and all payments, the Contractor shall comply with the City Finance Department's regulations on the completion and filing of W-9 forms and other Internal Revenue Service and Minnesota Department of Revenue forms.

Section 4.03. **EXPENSES.** Contractor shall be responsible for all costs and expenses incidental to the performance of the Service(s), including but not limited to, all taxes required of or imposed upon Contractor and all other of Contractor's costs of doing business. The City agrees to reimburse Contractor only for those reimbursable expenses set forth in the Letter of Engagement for each particular project. Any expenses related to special consulting or technical services (e.g., outside consultants, subcontractors, or technical services) must be pre-approved by the City. When retained directly by the Contractor, with prior approval by the City, Contractor shall bill the City no more than 105% of actual costs of such special consulting, subcontractor, or technical services.

## **ARTICLE 5. CONTRACTOR'S OBLIGATIONS**

Section 5.01. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Contractor shall not disclose to any unauthorized person any confidential information it may obtain regarding the City or its methods of doing business. All confidential information, whether prepared by Contractor or otherwise coming into its possession, shall remain the exclusive property of the City and shall not be used by Contractor except in the course of the performance of Contractor's Service(s) under this Agreement. Confidential Information shall mean any data and information not previously known to and generated by the Contractor or furnished

to the Contractor and marked “CONFIDENTIAL” by the City. Contractor shall have no obligation to maintain confidentiality of information for which it has a legal duty to disclose under statute, state or federal rule, or court order, and assumes no liability for release of such information, but will endeavor to advise City of such legal obligation prior to release.

Section 5.02. **STATE AND FEDERAL TAXES.** As Contractor is not the City’s employee, Contractor is responsible for paying all required state and federal taxes. The City will not withhold FICA (Social Security) from Contractor’s payments; will not make state or federal unemployment insurance contributions on Contractor’s behalf; will not withhold state or federal income tax from payment to Contractor; will not make disability insurance contributions on behalf of Contractor; or will not obtain workers’ compensation insurance on behalf of Contractor.

## **ARTICLE 6. THE CITY’S OBLIGATIONS**

Section 6.01. **THE CITY’S COOPERATION.** The City agrees to comply with Contractor’s reasonable requests necessary for the performance of the Contractor’s Service(s) pursuant to this Agreement.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

Section 7.01. **TERMINATION ON OCCURRENCE OF STATED EVENTS.** The City may terminate this Agreement automatically on the occurrence of any of the following events: (1) failure of Contractor, after notice and a reasonable opportunity to cure, to perform work in a timely fashion; (2) Contractor’s bankruptcy or insolvency; or (3) the sale or merger of Contractor’s business and/or change in majority ownership. Additionally, this agreement may be terminated by either party upon thirty days written notice without cause. In the event of termination, City shall pay Contractor for all undisputed services rendered prior to termination, and copies of plans, reports, specifications, electronic drawing/data files, field data, notes, and other documents, written, printed or recorded on any medium, finished or unfinished, prepared by the Contractor pursuant to this Agreement and pertaining to any work or projects, subject to provisions of Section 8.10, shall be made available to the City. All provisions of this agreement allocating responsibility or liability between the City and Contractor shall survive the completion of the Service(s) and/or the termination of this Agreement.

Section 7.02. **TERMINATION FOR FAILURE TO MAKE AGREED-UPON PAYMENTS.** Should the City fail to pay Contractor all or any part of the compensation set forth in Article 4 of this Agreement on the date due, the Contractor may stop work or terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

## **ARTICLE 8. GENERAL PROVISIONS**

Section 8.01. **NOTICES.** Any notices given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the corporate office of the

parties appearing in the introductory paragraph of this Agreement. Notices delivered personally or by mail will be deemed communicated as of the date of actual receipt.

Section 8.02. **ASSIGNMENT**. Except for the Contractor's use of necessary outside consultants or subcontractors, the Contractor and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

Section 8.03. **ENTIRE AGREEMENT OF THE PARTIES**. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the City and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 8.04. **INDEMNIFICATION**. Contractor agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Contractor fully to perform, in any respect, all obligations under this Agreement. Contractor further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

Section 8.05. **INSURANCE**. In order to protect itself as well as the City under the indemnity provision set forth above, the Contractor shall at all times during the term of the Agreement keep in force the following minimal insurance protection in the limits specified:

- A. A single limit or combined limit or excess umbrella general liability insurance policy in an amount not less than \$500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging this Agreement between the Contractor and the City.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000 per accident for property damage, \$1,500,000 for bodily injuries and / or damages to any one person, and \$1,500,000 for total bodily injuries and / or damages arising from any one accident.
- C. Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.

- D. Prior to the effective date of this Agreement, the Contractor will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability. Such insurance certificates shall be updated annually and provided to the City with the Contractor's annual rates and charges adjustments.
- E. Any policy obtained and maintained under this Section 8.05 shall provide that it shall not be cancelled, materially changed, or not renewed without prior notice thereof to the City. The Contractor will endeavor to provide a thirty (30) day advance notice of any such policy revisions.

Section 8.06. **SEVERABILITY**. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to effect and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 8.07. **GOVERNING LAW**. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. Any disputes between City and Contractor shall be negotiated in good faith for 30 days, and unresolved disputes shall be submitted to mediation prior to either party pursuing their rights in a court of competent jurisdiction.

Section 8.08. **AFFIRMATIVE ACTION**. The Contractor shall not discriminate under the contract against any person in accordance with federal, state and local regulations.

The Contractor shall not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; that it has agreed to take affirmative action to recruit minorities, women and handicapped persons into its employment.

The Contractor shall furnish documentation that shows they have adopted a written affirmative action policy. If during the term of the Agreement, it is discovered that the Contractor is not in compliance with the applicable regulations as aforesaid, or if the Contractor engages in any discriminatory practices, then the City, through the office, may cancel said Agreement as provided by the cancellation clause of the Agreement.

Section 8.09. **ETHICS**. The Contractor certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are in the City or which will directly benefit or be affected by projects they are assigned to Contractor. Furthermore, the Contractor agrees that it will not acquire interest in any real estate of development proposals, or accept a contract with any client owning real estate or having a development proposal in the City or which will be directly affected or benefited by a project without first notifying and discussing said

interest or contract with the City. The Contractor may not perform work on behalf of the City on any properties the Contractor owns or has an interest in.

The Contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City. To remove any potential or actual conflict of interest, the Contractor representing any private party client submitting a project or activity to the City shall not represent or review the project or activity on behalf of the City.

The Contractor shall maintain records that reflect all revenues, costs incurred and services provided in the performance of this Agreement. The Contractor agrees that the City, the State Auditor, or legislative authority, or any of their duly authorized representatives upon reasonable notice during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Contractor which are relevant to this Agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City.

Section 8.10. **RIGHT IN WORK PRODUCT.** The work product of Contractor, including data, information, drawings, results, ideas, developments, plans, specifications, reports or inventions, regardless of format or media, which Contractor conceives or reduces to practice during the course of its performance under this Agreement are Instruments of Service (“Instruments of Service”), and Contractor shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Contractor). Upon payment of all amounts owed Contractor grants to the City partial ownership and an irrevocable license to use such Instruments of Service as deemed necessary by the City pursuant to this agreement. Contractor will furnish the City with electronic data versions of all drawings, data files, reports and/or other digital or written documents (“Digital Data”) in a form compatible with the City’s software requirements if requested by the City. Such information will also be provided in hard copy form if requested by the City. In the event of any conflict between hard copy documents and the Digital Data, the hard copy documents shall govern. The Digital Data shall be prepared in a format required by the City for its use. The City understands that the Digital Data is perishable and the City is responsible for maintaining it, and agrees that Contractor is not responsible for use of Digital Data distributed by the City to third parties unless such distribution was a specific part of the Contractor’s Service(s).

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Contractor’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Contractor agrees to abide by these statutes, rules and regulations and as they may be amended.

Contractor makes no representation that Instruments of Service provided for any specific project are suitable for reuse, modification or benefit of City or others on extensions of the Project, modifications or any other project. Any reuse or modification of Contractor's Instruments of Service without written verification or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to Contractor. The City shall indemnify and hold harmless the Contractor from all claims, damages, losses and expenses, including attorneys' fees, arising out of any reuse or modification of the Instruments of Service without the participation of the Contractor.

Section 8.11. **HAZARDOUS SUBSTANCE.** The Contractor's scope of services does not include any Service(s) related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a project that may affect the Contractor's Service(s), the Contractor must immediately inform the City in writing and may suspend performance of its Service(s), without liability, and will assist the City to retain appropriate specialist consultants to adequately identify and abate such materials so that Contractor's Service(s) may resume.

Section 8.12. **CONSTRUCTION OBSERVATION.** The City will provide a competent person on all job sites while the Contractor performs the requested Service(s). Said competent person will be present on the job site to document the work being completed, monitor the progress and quality of the work, and determine if the work is generally proceeding in accordance with the City's direction. The competent person does not guarantee the performance of, and shall have no responsibility for, the health, safety, means, methods, techniques, acts or omissions of the Contractor or their subcontractor(s), supplier(s) or any other entity furnishing materials or performing any work on the project. The Contractor shall provide a competent site supervisor to provide direction and oversight of their personnel.

Section 8.13 **OPINIONS OF CONSTRUCTION COST.** Where provided by the Contractor as part of Service(s) or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information and estimated hours to complete the work. Since the Contractor has no control over the cost materials, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information of the City and the Contractor does not warrant or guarantee the accuracy of construction cost opinions or estimates. The City acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

Section 8.14. **ANNUAL REVIEWS.** The City shall conduct an annual review of the Contractor's activities and work product for that year. Such review may be conducted by the City's Public Works Director. A poor evaluation, which cannot be corrected or is determined by the City to be gross negligence, may be grounds for termination of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF COON RAPIDS:

By: \_\_\_\_\_  
Jerry Koch  
Its: Mayor

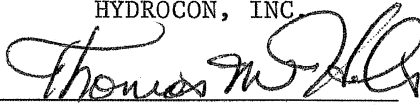
By: \_\_\_\_\_  
Matthew Stemwedel  
Its: City Manager

Approved As To Form

By: \_\_\_\_\_  
David Brodie  
Its: City Attorney

CONTRACTOR:

HYDROCON, INC.

By:  \_\_\_\_\_  
Thomas M. Hals  
Its: President

**CITY OF COON RAPIDS**

**LETTER OF ENGAGEMENT**

**Project Name: Citywide Emergency Repairs**

**Project No.: As-Needed Emergency Basis**

This Letter of Engagement is entered into this 18th day of August, 2015, by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the “City”) and HYDROCON INC., P.O. Box 129, North Branch, MN 55056 (the “Contractor”).

**RECITALS**

WHEREAS, the City and the Contractor entered into an Master Contracting Agreement (the “Agreement”) on the 18th day of August, 2015; and

WHEREAS, this Agreement provides that the City will engage the Contractor from time to time to assist in providing construction services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Contractor to perform Service(s) to assist with the following described project:

Items as listed on the attached Exhibit A, on an as-needed emergency basis

(the “Project”); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Contractor; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Contractor hereby agree as follows:

**ARTICLE ONE**

**SERVICES TO BE PERFORMED BY THE CONTRACTOR**

The City hereby retains Contractor for the purposes of constructing the services described on Exhibit A attached hereto and made a part hereof.

**ARTICLE TWO**

**SCHEDULE OF PERFORMANCE**

The Contractor shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and

## EXHIBIT A

### ARTICLE TWO SCHEDULE OF PERFORMANCE

The Contractor shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Contractor or the City, except for a reasonable cause agreed to by the City.

### ARTICLE THREE CONTRACTOR'S COMPENSATION

The City shall pay the Contractor for services furnished and the Contractor shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

### ARTICLE FOUR CAPITALIZED TERMS


Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Master Contracting Agreement dated the 18 day of August, 2015 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONTRACTOR

HYDROCON, INC.

By:   
Thomas M. Hals  
Its: President

CITY OF COON RAPIDS

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Manager

Recommended:

By: \_\_\_\_\_  
Its: Public Works Director

Approved as to Form:

By: \_\_\_\_\_  
Its: City Attorney

**EXHIBIT A**

**SERVICES TO BE PERFORMED BY CONSULTANT**

- ☐ Emergency watermain breaks
- ☐ Emergency sanitary sewer repairs
- ☐ Curb stop, gate valve, and hydrant repairs
- ☒ Drainage enhancements and flood protection projects
- ☐ Conduit installation
- ☐ Directional boring
- ☒ Equipment rentals (including laborers)
- ☐ Drilling services
- ☒ Miscellaneous specialty/technical services identified by the City
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**EXHIBIT B**  
**PROJECT SCHEDULE**

<b>Item</b>	<b>Date</b>
Construction commences	TBD, based upon nature of Service(s) provided
Construction ends	TBD, based upon nature of Service(s) provided

**EXHIBIT C**

**CONTRACTOR'S COMPENSATION FOR PROJECT**

The total compensation for the Service(s) provided shall be on an Hourly – Time and Equipment basis, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Contractor.

P.O. Box 129  
NORTH BRANCH, MINNESOTA 55056  
Phone 651-674-2757  
Fax 651-674-2735

August 18, 2015

City of Coon Rapids  
Attention: Mark C. Hansen, P.E.  
Assistant City Engineer

### 2015 Labor and Equipment Rates

<b>Labor</b>	<b>Straight Time</b>	<b>Overtime</b>
Foreman w/pickup & small tools	165.00	185.00
Operator	125.00	145.00
Pipe layer	120.00	140.00

<b>Equipment</b>	<b>per hour</b>
Cat 345 BL Excavator	110.00
Cat 312 CL Excavator	68.00
Case 580 L Tractor Loader Backhoe	30.00
Cat 966 F Wheel Loader	65.00
Cat 246 Skid Steer Loader (Rubber Tire)	40.00
Cat 257 B Multi Terrain Loader (Track)	50.00
Cat D-4 H Dozer	40.00
Peterbilt Single Axle Dump Truck	40.00
Mack Tandem Axle Dump Truck	45.00
Towmaster Tandem Axle Equipment Trailer	7.00
Trail King Tri-Axle Equipment Trailer	12.00
185 CFM Air Compressor w/Jack Hammer	25.00

Charge for saw blade for sawing bituminous	0.75 per lineal foot
Charge for saw blade for sawing concrete	1.65 per lineal foot

Materials, traffic control and subcontractors      Cost plus 15%

All rates based on portal to portal

## **CITY OF COON RAPIDS**

### **MASTER CONTRACTING AGREEMENT**

This Agreement (“Agreement”) is entered into this 25th day of August, 2015, by and between the City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433 (the “City”) and Interstate Removal Co., P.O. Box 1028, Forest Lake, MN 55025 (the “Contractor”).

**WHEREAS**, Contractor has experience in construction activities and is a licensed qualified professional construction/contracting firm; and

**WHEREAS**, the City desires to engage the Contractor from time to time to assist in providing construction/contracting services for projects designated by the City and as described through a separate letter of engagement attached hereto as Exhibit A (the “Letter of Engagement”); and

**WHEREAS**, Contractor desires to accept such engagement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and Contractor hereby agree as follows:

#### **ARTICLE 1. TERM OF CONTRACT**

Section 1.01. **TERM**. This Agreement will become effective on August 25th, 2015 and will continue in effect, unless terminated in accordance with the provisions of Article 7 of this Agreement.

#### **ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

Section 2.01. **INDEPENDENT CONTRACTOR STATUS**. The City and Contractor expressly agree that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee of the City for state or federal tax purposes.

#### **ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

Section 3.01. **CONTRACTOR’S SERVICES**. The City hereby retains Contractor, on a non-exclusive basis, for the purpose of advising and contracting with the City on matters related to, but not necessarily limited to some or all of the following services:

- Emergency watermain breaks
- Emergency sanitary sewer repairs
- Curb stop, gate valve, and hydrant repairs



- Drainage enhancements and flood protection projects
- Conduit installation
- Directional boring
- Equipment rentals (including laborers)
- Drilling services
- Miscellaneous specialty/technical services identified by the City

(the “Services”).

The precise scope of services, schedule, and compensation on any given project shall be as detailed in the Letter of Engagement issued by the City. The Letter of Engagement may incorporate some or all of the Services, as well as other additional services that may not be identified within this Agreement.

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor’s profession currently practicing under similar conditions. No warranty, express or implied, is made.

Section 3.02. **METHOD OF PERFORMING SERVICE(S)**. Contractor shall recommend to the City, for its approval, the method, details, and means of performing the selected Service(s). Said scope of services shall be included in the specific Letter of Engagement for a particular project. In general, it is understood that the City will supply all materials necessary to perform the work and Contractor will provide the equipment and labor.

Section 3.03. **PLACE OF WORK**. Contractor shall base the performance of the selected Services at its own business location or such other location as Contractor may determine. The City is not required to provide office, technical or clerical support services to Contractor; but the City at its discretion may chose to do so for specific tasks and/or projects. Work under this Agreement will occur at various locations within the city of Coon Rapids; generally located within the public right-of-way and/or easement(s) secured by the City.

Section 3.04. **TIME OF PERFORMANCE**. Contractor shall submit for the City’s approval a schedule for the performance of the selected Service(s) which schedule may be adjusted by mutual consent as the Service(s) proceed. This schedule shall include allowances for periods of time required for the City’s review. Time limits established by this schedule, and approved by the City, shall not be exceeded by Contractor or the City, except for reasonable delays that are outside the control of either entity. Items that may delay the agreed upon schedule must be communicated to the other party as soon as they become known. Said schedule shall be included in the specific Letter of Engagement for a particular project.

## **ARTICLE 4. COMPENSATION**

Section 4.01. **AMOUNT OF COMPENSATION**. The City shall pay the Contractor for the Service(s) furnished, and the Contractor shall accept as full payment, the sum described in the Letter of Engagement for a particular project. This sum shall include all Service(s) rendered by the Contractor under this Agreement (including all travel, living and overhead expenses incurred by the Contractor in connection

with performing the Service(s) herein), except for additional services authorized in writing by the City. A schedule of hourly fees shall be provided to the City by the Contractor on an annual basis.

Compensation for Service(s) will be provided on an "Hourly – Time and Equipment" basis, unless specifically stipulated otherwise. Contractor's level of Service(s) and actual charges may depend in part on such unknown factors as soil conditions, proper notification of affected authorities, Gopher State locates, weather conditions, and unforeseen site conditions that may be revealed during construction. The Contractor shall promptly notify the City if Contractor feels that project conditions have changed or anticipates that the sum may be exceeded, in order to determine whether or not the City is prepared to increase the compensation. Any agreed upon changes shall be in writing between the City and Contractor.

Compensation for a particular project will be determined by applying agreed upon annual rates and charges, and the level of care necessary to complete each particular project.

Section 4.02. **PAYMENT OF COMPENSATION.** Contemporaneously with the submission of any invoice to the City, the Contractor shall provide an itemized statement detailing the number of hours spent by Contractor's staff and/or equipment, or their agent, as well as the hourly rate charged by the individual and/or equipment performing the work. The Contractor's billings shall also include the project location, City project name and number, description of the work performed, contract amount and amount invoiced to date, and contract percent complete and percent remaining. Invoices shall include subtotals for each phase of the project, if required. Each invoice submitted by the Contractor shall include only one project. The Contractor will bill the City monthly. The City will pay the Contractor within 30 days after receipt of the invoice. Prior to the processing of any and all payments, the Contractor shall comply with the City Finance Department's regulations on the completion and filing of W-9 forms and other Internal Revenue Service and Minnesota Department of Revenue forms.

Section 4.03. **EXPENSES.** Contractor shall be responsible for all costs and expenses incidental to the performance of the Service(s), including but not limited to, all taxes required of or imposed upon Contractor and all other of Contractor's costs of doing business. The City agrees to reimburse Contractor only for those reimbursable expenses set forth in the Letter of Engagement for each particular project. Any expenses related to special consulting or technical services (e.g., outside consultants, subcontractors, or technical services) must be pre-approved by the City. When retained directly by the Contractor, with prior approval by the City, Contractor shall bill the City no more than 105% of actual costs of such special consulting, subcontractor, or technical services.

## **ARTICLE 5. CONTRACTOR'S OBLIGATIONS**

Section 5.01. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Contractor shall not disclose to any unauthorized person any confidential information it may obtain regarding the City or its methods of doing business. All confidential information, whether prepared by Contractor or otherwise coming into its possession, shall remain the exclusive property of the City and shall not be used by Contractor except in the course of the performance of Contractor's Service(s) under this Agreement. Confidential Information shall mean any data and information not previously known to and generated by the Contractor or furnished

to the Contractor and marked “CONFIDENTIAL” by the City. Contractor shall have no obligation to maintain confidentiality of information for which it has a legal duty to disclose under statute, state or federal rule, or court order, and assumes no liability for release of such information, but will endeavor to advise City of such legal obligation prior to release.

Section 5.02. **STATE AND FEDERAL TAXES.** As Contractor is not the City’s employee, Contractor is responsible for paying all required state and federal taxes. The City will not withhold FICA (Social Security) from Contractor’s payments; will not make state or federal unemployment insurance contributions on Contractor’s behalf; will not withhold state or federal income tax from payment to Contractor; will not make disability insurance contributions on behalf of Contractor; or will not obtain workers’ compensation insurance on behalf of Contractor.

## **ARTICLE 6. THE CITY’S OBLIGATIONS**

Section 6.01. **THE CITY’S COOPERATION.** The City agrees to comply with Contractor’s reasonable requests necessary for the performance of the Contractor’s Service(s) pursuant to this Agreement.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

Section 7.01. **TERMINATION ON OCCURRENCE OF STATED EVENTS.** The City may terminate this Agreement automatically on the occurrence of any of the following events: (1) failure of Contractor, after notice and a reasonable opportunity to cure, to perform work in a timely fashion; (2) Contractor’s bankruptcy or insolvency; or (3) the sale or merger of Contractor’s business and/or change in majority ownership. Additionally, this agreement may be terminated by either party upon thirty days written notice without cause. In the event of termination, City shall pay Contractor for all undisputed services rendered prior to termination, and copies of plans, reports, specifications, electronic drawing/data files, field data, notes, and other documents, written, printed or recorded on any medium, finished or unfinished, prepared by the Contractor pursuant to this Agreement and pertaining to any work or projects, subject to provisions of Section 8.10, shall be made available to the City. All provisions of this agreement allocating responsibility or liability between the City and Contractor shall survive the completion of the Service(s) and/or the termination of this Agreement.

Section 7.02. **TERMINATION FOR FAILURE TO MAKE AGREED-UPON PAYMENTS.** Should the City fail to pay Contractor all or any part of the compensation set forth in Article 4 of this Agreement on the date due, the Contractor may stop work or terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

## **ARTICLE 8. GENERAL PROVISIONS**

Section 8.01. **NOTICES.** Any notices given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the corporate office of the

parties appearing in the introductory paragraph of this Agreement. Notices delivered personally or by mail will be deemed communicated as of the date of actual receipt.

Section 8.02. **ASSIGNMENT**. Except for the Contractor's use of necessary outside consultants or subcontractors, the Contractor and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

Section 8.03. **ENTIRE AGREEMENT OF THE PARTIES**. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the City and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 8.04. **INDEMNIFICATION**. Contractor agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Contractor fully to perform, in any respect, all obligations under this Agreement. Contractor further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

Section 8.05. **INSURANCE**. In order to protect itself as well as the City under the indemnity provision set forth above, the Contractor shall at all times during the term of the Agreement keep in force the following minimal insurance protection in the limits specified:

- A. A single limit or combined limit or excess umbrella general liability insurance policy in an amount not less than \$500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging this Agreement between the Contractor and the City.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000 per accident for property damage, \$1,500,000 for bodily injuries and / or damages to any one person, and \$1,500,000 for total bodily injuries and / or damages arising from any one accident.
- C. Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.

- D. Prior to the effective date of this Agreement, the Contractor will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability. Such insurance certificates shall be updated annually and provided to the City with the Contractor's annual rates and charges adjustments.
- E. Any policy obtained and maintained under this Section 8.05 shall provide that it shall not be cancelled, materially changed, or not renewed without prior notice thereof to the City. The Contractor will endeavor to provide a thirty (30) day advance notice of any such policy revisions.

Section 8.06. **SEVERABILITY**. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to effect and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 8.07. **GOVERNING LAW**. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. Any disputes between City and Contractor shall be negotiated in good faith for 30 days, and unresolved disputes shall be submitted to mediation prior to either party pursuing their rights in a court of competent jurisdiction.

Section 8.08. **AFFIRMATIVE ACTION**. The Contractor shall not discriminate under the contract against any person in accordance with federal, state and local regulations.

The Contractor shall not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; that it has agreed to take affirmative action to recruit minorities, women and handicapped persons into its employment.

The Contractor shall furnish documentation that shows they have adopted a written affirmative action policy. If during the term of the Agreement, it is discovered that the Contractor is not in compliance with the applicable regulations as aforesaid, or if the Contractor engages in any discriminatory practices, then the City, through the office, may cancel said Agreement as provided by the cancellation clause of the Agreement.

Section 8.09. **ETHICS**. The Contractor certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are in the City or which will directly benefit or be affected by projects they are assigned to Contractor. Furthermore, the Contractor agrees that it will not acquire interest in any real estate of development proposals, or accept a contract with any client owning real estate or having a development proposal in the City or which will be directly affected or benefited by a project without first notifying and discussing said

interest or contract with the City. The Contractor may not perform work on behalf of the City on any properties the Contractor owns or has an interest in.

The Contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City. To remove any potential or actual conflict of interest, the Contractor representing any private party client submitting a project or activity to the City shall not represent or review the project or activity on behalf of the City.

The Contractor shall maintain records that reflect all revenues, costs incurred and services provided in the performance of this Agreement. The Contractor agrees that the City, the State Auditor, or legislative authority, or any of their duly authorized representatives upon reasonable notice during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Contractor which are relevant to this Agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City.

Section 8.10. **RIGHT IN WORK PRODUCT.** The work product of Contractor, including data, information, drawings, results, ideas, developments, plans, specifications, reports or inventions, regardless of format or media, which Contractor conceives or reduces to practice during the course of its performance under this Agreement are Instruments of Service (“Instruments of Service”), and Contractor shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Contractor). Upon payment of all amounts owed Contractor grants to the City partial ownership and an irrevocable license to use such Instruments of Service as deemed necessary by the City pursuant to this agreement. Contractor will furnish the City with electronic data versions of all drawings, data files, reports and/or other digital or written documents (“Digital Data”) in a form compatible with the City’s software requirements if requested by the City. Such information will also be provided in hard copy form if requested by the City. In the event of any conflict between hard copy documents and the Digital Data, the hard copy documents shall govern. The Digital Data shall be prepared in a format required by the City for its use. The City understands that the Digital Data is perishable and the City is responsible for maintaining it, and agrees that Contractor is not responsible for use of Digital Data distributed by the City to third parties unless such distribution was a specific part of the Contractor’s Service(s).

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Contractor’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Contractor agrees to abide by these statutes, rules and regulations and as they may be amended.

Contractor makes no representation that Instruments of Service provided for any specific project are suitable for reuse, modification or benefit of City or others on extensions of the Project, modifications or any other project. Any reuse or modification of Contractor's Instruments of Service without written verification or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to Contractor. The City shall indemnify and hold harmless the Contractor from all claims, damages, losses and expenses, including attorneys' fees, arising out of any reuse or modification of the Instruments of Service without the participation of the Contractor.

Section 8.11. **HAZARDOUS SUBSTANCE.** The Contractor's scope of services does not include any Service(s) related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a project that may affect the Contractor's Service(s), the Contractor must immediately inform the City in writing and may suspend performance of its Service(s), without liability, and will assist the City to retain appropriate specialist consultants to adequately identify and abate such materials so that Contractor's Service(s) may resume.

Section 8.12. **CONSTRUCTION OBSERVATION.** The City will provide a competent person on all job sites while the Contractor performs the requested Service(s). Said competent person will be present on the job site to document the work being completed, monitor the progress and quality of the work, and determine if the work is generally proceeding in accordance with the City's direction. The competent person does not guarantee the performance of, and shall have no responsibility for, the health, safety, means, methods, techniques, acts or omissions of the Contractor or their subcontractor(s), supplier(s) or any other entity furnishing materials or performing any work on the project. The Contractor shall provide a competent site supervisor to provide direction and oversight of their personnel.

Section 8.13 **OPINIONS OF CONSTRUCTION COST.** Where provided by the Contractor as part of Service(s) or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information and estimated hours to complete the work. Since the Contractor has no control over the cost materials, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information of the City and the Contractor does not warrant or guarantee the accuracy of construction cost opinions or estimates. The City acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

Section 8.14. **ANNUAL REVIEWS.** The City shall conduct an annual review of the Contractor's activities and work product for that year. Such review may be conducted by the City's Public Works Director. A poor evaluation, which cannot be corrected or is determined by the City to be gross negligence, may be grounds for termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF COON RAPIDS:

CONTRACTOR:

By: \_\_\_\_\_  
Jerry Koch  
Its: Mayor

By: *James Ry*  
Its: *Bus Development*

By: \_\_\_\_\_  
Matthew Stemwedel  
Its: City Manager

Approved As To Form

By: \_\_\_\_\_  
David Brodie  
Its: City Attorney



**CITY OF COON RAPIDS**

**LETTER OF ENGAGEMENT**

**Project Name: Citywide Emergency Repairs**

**Project No.: As-Needed Emergency Basis**

This Letter of Engagement is entered into this 25th day of August, 2015, by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the “City”) and INTERSTATE REMOVAL CO., P.O. Box 1028, Forest Lake, MN 55025 (the “Contractor”).

**RECITALS**

WHEREAS, the City and the Contractor entered into an Master Contracting Agreement (the “Agreement”) on the 25th day of August, 2015; and

WHEREAS, this Agreement provides that the City will engage the Contractor from time to time to assist in providing construction services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Contractor to perform Service(s) to assist with the following described project:

Items as listed on the attached Exhibit A, on an as-needed emergency basis

(the “Project”); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Contractor; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Contractor hereby agree as follows:

**ARTICLE ONE**

**SERVICES TO BE PERFORMED BY THE CONTRACTOR**

The City hereby retains Contractor for the purposes of constructing the services described on Exhibit A attached hereto and made a part hereof.

**ARTICLE TWO**

**SCHEDULE OF PERFORMANCE**

The Contractor shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted

by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Contractor or the City, except for a reasonable cause agreed to by the City.

**ARTICLE THREE**  
**CONTRACTOR'S COMPENSATION**

The City shall pay the Contractor for services furnished and the Contractor shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

**ARTICLE FOUR**  
**CAPITALIZED TERMS**

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Master Contracting Agreement dated the 18th day of August, 2015 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF COON RAPIDS

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Manager

Recommended:

By: \_\_\_\_\_

Its: Public Works Director

Approved as to Form:

By: \_\_\_\_\_

Its: City Attorney

**EXHIBIT A**

**SERVICES TO BE PERFORMED BY CONSULTANT**

- ☐ Emergency watermain breaks
- ☐ Emergency sanitary sewer repairs
- ☐ Curb stop, gate valve, and hydrant repairs
- ☐ Drainage enhancements and flood protection projects
- ☐ Conduit installation
- ☐ Directional boring
- ☐ Equipment rentals (including laborers)
- ☐ Drilling services
- ☐ Miscellaneous specialty/technical services identified by the City
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**EXHIBIT B**  
**PROJECT SCHEDULE**

<b>Item</b>	<b>Date</b>
Construction commences	TBD, based upon nature of Service(s) provided
Construction ends	TBD, based upon nature of Service(s) provided

**EXHIBIT C**

**CONTRACTOR'S COMPENSATION FOR PROJECT**

The total compensation for the Service(s) provided shall be on an Hourly – Time and Equipment basis, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Contractor.

# Interstate Companies 2015 Emergency Services Rates

## Hourly Labor Rates:

Foreman	\$ 86.00
Pipe Layer (top/bottom man )	\$ 81.00
Laborer	\$ 80.00

## Compact Equipment & Tool Rates w/out Labor, per day or test:

Saw/cutting (plus blade/chain usage)	\$ 90.00
Compaction	\$ 165.00
Jack hammer	\$ 210.00
Hydraulic hammer (skid)	\$ 250.00
Frost ripper	\$ 280.00
Hammer drill	\$ 80.00
Testing (hydronic/mandrel/air) each	\$ 190.00
Utility truck with equipment (power,water,inventory)	\$ 180.00

## Hourly Equipment Rates with Operator:

Excavator - 10,000-20,000 lb. machine ( CAT 308, Volvo 48 )	\$ 125.00
Excavator - 35,000-42,000 lb. machine ( CAT 315, Volvo 160 )	\$ 180.00
Excavator - 43,000-60,000 lb. machine ( Volvo 220, Volvo 250 )	\$ 240.00
Hydro-Vac (plus dumping fees)	\$ 280.00
Roller - pad foot	\$ 126.00
Roller - smooth drum	\$ 105.00
Rubber tired skid loader with bucket	\$ 95.00
Track skid loader with bucket	\$ 115.00
Elgin sweeper	\$ 115.00
Air-Vac sweeper	\$ 105.00
Rubber tired skid loader with bucket	\$ 115.00
Wheel loader - 1-2 cu yd bucket	\$ 105.00
Wheel loader - 2-4 cu yd bucket	\$ 138.00
Dozer - 90hp LGP (D5K)	\$ 145.00
Dozer 220 hp LGP (D6R)	\$ 195.00

## Trucking Services, hourly:

Tandem dump truck	\$ 96.00
Tri-Axle truck	\$ 104.00
Quad-Axle truck	\$ 110.00
Low-Boy hauling up to 55 ton*	\$ 180.00
Low-Boy hauling up to 70 ton*	\$ 192.00

\* Oversize escorting charged additionally

- Daily minimum of 4 hours on primary equipment ( excavator, dozer, skid or dump trucks )
- Labor minimum of 4 hours ( 2 hour Foreman minimum )
- Permit fees are billed at cost plus 23% for administration and acquisition time
- Materials will include all sales tax and delivery charges